

as Grantor, KLAMATH COUNTY TITLE COMPANY

BETHENE V. FETSCH
as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

All that portion of Lots 11, 12, 13 of INDEPENDENCE TRACTS, Klamath County, Oregon, described as follows: Beginning at a point in the Southerly line of Lot 11, which lies South 78°23' East along the Southerly line of said Lot a distance of 170.42 feet from the Southwest corner of said Lot; thence North 0°13' West a distance of 202.86 feet to the Northerly line of Lot 13; thence South 89°58' West along the Northerly line of Lot 13 a distance of 39 feet; thence South 0°13' East a distance of 194.5 feet, more or less, to the Southerly line of said Lot 11; thence South 78°23' East along the Southerly line of said Lot 11, 39.85 feet, more or less, to the place of beginning.

beginning.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

ARTICLE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTEEN THOUSAND AND NO/100s dollars with interest thereon according to the terms of a promissory

sum of SIXTEEN THOUSAND AND NO/100s Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

not sooner paid, to be due and payable 19....., on which the final installment of said note secured by this instrument is the date, stated above, when interest therein is sold, agreed to be

The date of maturity of the debt secured by this instrument is the date, stated above, on which the debt becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:
 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and to pay therefor due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting statements pursuant to the Uniform Commercial Code as to the beneficiary may require and to pay for filing same in proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

by filing officers or searching agencies as to the status of the beneficiary.

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may deem insurable. The value of the amount not less than \$50,000.00, insurable shall be paid to the latter; and companies acceptable to the beneficiary, with loss payable to the latter; and policies of insurance shall be delivered to the beneficiary as soon as the same are obtained. The grantor shall, at all times, for any reason to procure any such policies; and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings.

4. The beneficiary shall maintain the same at grantor's expense. The amount of the beneficiary's premium on any fire or other insurance policy may be applied to the principal of the indebtedness secured hereby, and the said beneficiary shall pay upon any indebtedness secured hereby and the said amount so collected, or may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be retained by the grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any provision herein in respect to such notice.

5. The beneficiary shall be obligated to pay interest on the principal and to pay all

5. To keep said premises free from construction liens and to pay all taxes, assessments and charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and charges are paid, the party due or delinquent and promptly deliver receipt for the charges so paid, the party due or delinquent shall, in addition to the taxes, assessments and charges so paid, be bound to make payment of any and all insurance premiums, liens or other charges payable by grantor, either directly or indirectly, with funds with which the grantor is bound by direct payment or by providing beneficiaries with funds with which to make such payment, beneficiary may, at its option, make payment thereon and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be deemed to and become a part of the debt secured by this trust deed, shall be deemed to be a waiver of any rights arising from breach of any covenant, condition or agreement of the grantor, and shall be deemed to be a covenant, condition and agreement for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound to the payment of the obligation hereinafter described, and all such payments shall be immediately due and payable without notice, and the nonpayment of any such payment shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable and render all sums secured by this trust deed immediately due and payable.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(c) consent to the making of any map or plat of said property; (d) join in any granting any easement or creating any restriction thereon; (e) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (f) reconvey, without reservation, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the property" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.00 per beneficiary per any

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by receiver to be appointed by a court, and secured, enter upon and take possession of said property indebtedness secured hereby, and collect the same, with the same, issues and profits, including those past due and unpaid, and the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may deem proper.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of hire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in whole or in separate parcels and shall sell the parcel or parcels in the most advantageous manner at public auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in conformity with the requirements of law. The trustee shall deliver to the purchaser its deed in conformity with the requirements of law. The property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all prepaying recorded liens subsequent to the interest of the trustee in the trust having recorded liens subsequent to the interest of their priority and (4) to satisfy their interests may appear in the order of their priority and (4) surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law a beneficiary may, from time to time, appoint a successor or successors to any trust named herein or to any successor trustee appointed by any trustee named herein or to any trustee named herein as a successor trustee; the latter shall be vested with all full powers and duties conferred upon any trustee named herein; and the powers and duties conferred upon any trustee named herein shall be made by will hereunder. Each such appointment or appointments shall be made by a written instrument in the form of a deed, duly acknowledged and recorded in the office of the Clerk of the Recorder of the County of Los Angeles, California, in the presence of the beneficiary, containing reference to this trust, and the date and place of recording, which, when recorded in the office of the Clerk of the Recorder of the County of Los Angeles, California, shall constitute notice of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) ~~XXXXXX~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Timothy R. Bednar
TIMOTHY R. BEDNAR

CHRISTINA A. BEDNAR

Christina A. Bednar

STATE OF OREGON,

County of Klamath } ss.
March 30, 19 84

Personally appeared the above named
Timothy R. Bednar and
Christina A. Bednar

STATE OF OREGON, County of _____ } ss.
Personally appeared _____, 19 _____

_____ and
duly sworn, did say that the former is the _____ who, each being first
president and that the latter is the _____
secretary of _____

a corporation, and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that the instrument was signed and
sealed in behalf of said corporation by authority of its board of directors;
and each of them acknowledged said instrument to be its voluntary act
and deed.
Before me:

and acknowledged the foregoing instru-
ment as their voluntary act and deed.
Before me:
Ray The Moore
Notary Public for Oregon
My commission expires: 8/27/87

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19 _____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KCTC - #4209

34002

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$8.00

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument
was received for record on the 30 day
of March, 19 84,
at 3:14 o'clock P.M., and recorded
in book/reel/volume No. M84 on
page 5089 or as fee/file/instru-
ment/microfilm/reception No. 34995,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By *Ann Smith* Deputy