FGIM No. 881—Oregion Trust Deed Series—TRUST DEED.	-37297 STEVENSINESS LAW PUBLISHING CO., PORTLAND, OR, SIZE
T ILLO 	Vol. M84 Page 16087
THIS TRUST DEED, made this 12th Bend-Portland Truck Service, Inc., an esta	19.84 hetweer
Trans Western Express, an estate in foo ai	the in fee simple as to Parcels 1, 2 and 4, and
as Grantor, Ticor Title Insurance Company of	
SECURITY PACIFIC BUSINESS CREDIT INC a. D	elaware corporation
as Beneficiary,	
IX/ I T NI	'ESSETH:
Grantor irrevocably grants hardeins solle and a	
in Klamath County, Oregon, descri	ibed as:
A contraction of the second se	
	and the second
EXHIBIT "A" ATTACHED HERETO	FOR LEGAL DESCRIPTION OF PROPERTIES)
	TON HEAR DESCRIPTION OF FROFERILES!
Server and the contract of the Contract of the server and the server and the server of	No
ogether with all and singular the tenements, hereditaments and a	appurtenances and all other rights thereunto belonging or in anywise serect and all fixtures now or becefter attached to a set of anywise serection and all fixtures now or becefter attached to be a set of a set of the se
low of hereatter appertaining, and the rents, issues and profits the ion with said real estate.	ppurtenances and all other rights thereunto belonging or in anywise ereot and all fixtures now or hereafter attached to or used in connec-
FOR THE PURPOSE OF SECURING PERFORMANCE (continued on Exhibit "A"attached he	of each agreement of grantor herein contained and -payment-of-the
of-sooner-neid to be due and sound	Dollars, with interest thereon-according to the terms of a promissory do by grantor, the final-payment of principal and interest-hereol, it
ecomes due and payable. In the event the within described proper	Ts the date, stated above; on which the final installment of said note
erein, shall become immediately due and equitients	trument, irrespective of the maturity dates expressed themeticiary.
The above described real property is not currently used for agricult	
To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in dood conduined	(a) consent to the method of
nd repair; not to remove or demolish any building or improvement that	subordination or other agreement allecting this deed or the lien or chard
 To complete or restore promptly and in good and workmanlike anner any building or improvement which may be constructed, damaded or stroved thereon and any descent of the stroves of the str	
3. To comply with all laws, ordinances, regulations, covenants, condi-	legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthluiness thereoi. Truster's fees for any of the services mentioned in this endeanth thereoi.
in in executing such financing statements pursuant to the Uniform Commer- ol Code as the beneliciary may require and to pay for filing same in the	inc. Upon any default by grantor hereinder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be ap-
oper public office or offices, as well as the cost of all lice searches made liling officers or searching agencies as may be deemed desirable by the	pointed by a court, and without regard to the adequicy of any security for the indebtedness hereby secured, enter upon and take possession of said pron-
4. To provide and continuously maintain insurance on the buildings w or hereafter erected on the said premises against loss or damage by lire	erty or any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same
d such other hazards as the beneficiary may from time to time require, in amount not less than \$	ney's lees upon any indebtedness secured hereby, including reasonable attor- liciary may determine.
mpanies acceptable to the beneficiary, with loss payable to the latter; all licies of insurance shall be delivered to the beneficiary as soon as insured:	11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of lire and other insurance policies or composed in the proceeds of lire and other such as the policy of the pol
iver said policies to the beneficiary at least lifteen days prior to the expira-	property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default thereof as aloresaid, shall not cure or
beneficiary may procure the same at grantor's expense. The amount lected under any life or other insurance policy may be applied by benefi-	pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness essential
ry upon any indebtedness secured hereby and in such order as beneficiary y determine, or at option of beneficiary the entire smount so collected, or y part thereof man be obtained by the secure and the secure of	declare all sums secured hereby immediately due and payable. In such an
done pursuant to such motice of default hereunder or invalidate any	event the beneficiary at his election may proceed to loreclose this trust deed in equity as a mortfage or direct the trustee to loreclose this trust deed
5. To keep said premises free from construction liens and to pay all es, assessments and other charges that may be levied or assessed upon or linst said property before environment of the second property	execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured
arges become past due or delinquent and promptly deliver receipts therefor	hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to loreclose this trust deed in the manner provided in ORS 86.735 to 86.795.
ris, insurance premiums, liens or other charges payable by grantor, either direct payment or by providing beneficiary with lunds with which to	sale, and at any time trustee has commenced foreclosure by advertisement and
ke such payment, beneticiary may, at its option, make payment thereof, I the amount so paid, with interest at the rate set forth in the note secured by together with a blicking at the rate set forth in the note secured	sale, the grantor or any other person so privileged by CRS 86.753, may cur- the default or defaults. If the default consists of a failure to pay when due
ADV. Indefiner with the ablication and the second s	sums secured by the time the secure of a finiture to have when due
st deed, shall be added to and become a part of the debt secured by this st deed, without waiver of any rights arising from breach of any this	entire amount due at the time of the cure other than such portion as would
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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 still 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 566.563.

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(continued from front page of Trust Deed)

". . . performance of that certain Guaranty by Grantor dated September 4, 1984, of the obligations of System 99, a California corporation, as evidenced by that certain Loan and Security Agreement and Promissory Note dated September 4, 1984, to Beneficiary or order, the final payment of principal and interest thereon, if not sooner paid, to be due and payable September 1, 1990."

	Parcel 1:	Lots 15A, 15B, 15C, 16A, 16B in Block 3, Railroad Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
	Parcel 2:	Lots 13C, less the Easterly 3.5 feet, 14A, and 14B, Block 3 Railroad Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
	Parcel 3:	Lots 11B, and 12A, Block 3, Railroad Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
	Parcel 4:	Lots 12B, 13A, 13B, and the Easterly 3.5 feet of 13C, Block 3, Railroad Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.
	Parcel 5:	Lots 9B, 10A, 10B and 11A, Block 3, Railroad Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County
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Secur 45 So	n to; ity Pacific buth Hudson J lena, Ca. 9	Business Credit Inc. Avenue Suite 800 EXHIBIT Å
I re	ecord on the	GON: COUNTY OF KLAMATH:ss ify that the within instrument was received and filed for <u>18th</u> _day of <u>September</u> A.D., 19 <u>84</u> at <u>10:34</u> o'clock <u>A</u> M, orded in Vol_ <u>M84</u> , of <u>Mortgages</u> on page <u>16087</u> .
F	ee: \$ 12.0	by: <u>PAM Amillo</u> , Deputy