

ISRAEL DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor her

TWENTY-FIVE THOUSAND AND NO/100
(\$25,000.00)-----

per. terms of note dated 12/12/84. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is 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, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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 considered, damaged or destroyed thereon, and pay for the same, all costs, charges, expenses, and damages, and to pay for the cost of all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay the same in the proper public office or offices, and all as the cost of all lien searches made by the beneficiary or officers or searching agencies may be deemed desirable by the beneficiary.

not cure other debts or such notice. 5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly to accept thereof to the benefit of the grantor, the grantor shall be the payment of any taxes, assessments, insurance premiums, liens and other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof 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 added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as herein provided, the grantor shall be bound to the grantee herebefore described, as well as the grantor of the obligation herebefore described, that they are bound for the payment of, and payable with interest, and all such payments shall be made immediately due, and payable with interest, and the nonpayment of any such sum shall, at the option of the beneficiary hereunder, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

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 such action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's fees; including evidence of title of the beneficiary's or trustee's fees; the amount of attorney's fees mentioned in this paragraph 7, in all cases shall be determined by the trial court, and in the event of an appeal from any judgment of the trial court, the 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:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain, the beneficiary shall have the right to elect to accept condemnation beneficiary shall have the right to elect to accept compensation for any portion of the monies payable under the right of eminent domain, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, and the balance applied upon the claim applied by first and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the claim secured hereby; and grantor agrees, at its own expense, to execute such instrument as may be necessary in obtaining such costs and execute such instrument as may be necessary in obtaining such costs and execute such instrument as may be necessary in obtaining such costs and

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 endorsement (in case of full reconveyances for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of the possession of said property, cause the same to be sold, and the proceeds of such sale to be paid to the indebtedness of grantor hereunder, and in the event of the sale of said property, the beneficiary, or its agent, or receiver, shall have the right to sue for the issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including any reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may direct.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the beneficiary, at his election, may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and the trustee shall sell the ~~to sell the said~~ described real property to satisfy the obligation secured hereby whereupon the trustee shall, at the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in manner provided in ORS 86.735 to 86.795.

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 one parcel or in separate parcels and shall sell the parcel or parcels sold to the highest bidder for cash, pursuant to the form required by law conveying such property to the purchaser in the form as required by law conveying such property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusively presumed to be true. Any person or persons, other than the trustee, but including the trustee's attorney or 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 by trustee; (2) to the obligation secured by the deed, (3) to all persons having recorded liens against the property in the order of their priority and (4) the proceeds of sale shall appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to an interest herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument signed by beneficiary in which, when recorded in the records of the county or counties in which the property is situated, shall be conclusive proof 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 not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee is or may be a party or in which 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. EXCEPT

Trust Deed and Assignment of Rentals to Klamath First Federal Savings & Loan Association recorded December 14, 1984 in Volume M84, pages 20872 and 20877, Microfilm Records of Klamath County, Oregon

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) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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, 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, the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

March 13, 1985

Personally appeared the above named

Howard E. McGee Jr. and Dan C. Barnes, dba McGee, Barnes and Associates, a partnership

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, Maryann Conrad
Notary Public for Oregon

My commission expires: 11-20-85

STATE OF OREGON, County of _____

ss.

19____

Personally appeared _____ and

who, each being first

duly sworn, did say that the former is the 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:

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires:

REQUEST FOR FULL RECONVEYANCE

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 _____

FOR THE PURPOSE OF RECORDING RECONVEYANCE OF EACH SIGNATURE OF GRANTOR MUST BE SUBMITTED WITH INSTRUMENT

DATED: _____, 19____

Beneficiary

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.

Howard E. McGee Jr. and Dan C. Barnes, dba McGee, Barnes and Associates, a partnership
Grantor

MARGARET E. GOAKEY
Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

By _____ Deputy

18021 DEED

3820

DESCRIPTION

3858

The following described real property situate in Klamath County, Oregon:

Beginning at a point in the Northerly line of Main Street 37½ feet in a Southwesterly direction from the most Easterly corner of Lot 1 in Block 17 of Original Town of Linkville, now City of Klamath Falls, Oregon, said corner of said Lot 1 being at the intersection of Main and Fifth Street in said town and running thence in a Northwesterly direction parallel with Fifth Street 112 feet; thence in a Southwesterly direction parallel with Main Street 29 feet; thence in a Southeasterly direction parallel with Fifth Street 112 feet to the Northerly line of Main Street; thence in a Northeasterly direction along the Northerly line of Main Street 29 feet to the place of beginning.

ALSO, Beginning at a point in the Northerly line of Main Street which lies 36 feet Southeasterly from the most Easterly corner of Lot 1 in Block 17 of Original Town of Linkville, now City of Klamath Falls, Oregon; thence Northwesterly and parallel with Fifth Street 112 feet to alley; thence Southwesterly and parallel with Main Street 1½ feet; thence Southeasterly and parallel with Fifth Street 112 feet to Main Street; thence Northeasterly along Northerly line of Main Street 1½ feet to the point of beginning.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

On this 14th day of March A.D. 19 85
at 4:05 o'clock P M, and duly
recorded in Vol. M85 of Mortgages
Page 3856

EVELYN BIEHN, County Clerk

By Sam Smith DeputyFee 13.00