Chilege - 0 82654 47295 TRUST DEED SPRING CREEK HOME AND LAND, INC., An Oregon Corporation as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY RICHARD R. KOPCZAK WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property County, Oregon, described as:

Lot 5, Block 4, WILLIAMSON RIVER KNOLL, TRACT NO. 1021, in the County of Klamath, State of Oregon.

> This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect is may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

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 collection.

now or hereatter appertaining, and the reits, issues and profits thereof and all lixtures now of hereafter attached to of used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100ths-

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

1. To protect, preserve and maintain said property in good condition 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 thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary my require and to pay for illing same in the 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.

tions and restrictions altecting said property; if the assents, covenants, containing the content of the conten

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The farantee in any reconveyance may be described as the "person or person begally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereoi. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiarly 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 any excurity for her indebtedness hereby secured, enter upon and take possession of said property any part thereof, in its own name suo or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the ropoperty, and the application or release thereof any taking or damage of the

that determine.

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

waive any detault or notice of default hereunder or invalidate any act done pursuant to such notice.

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 semi-secured hereby immediately due and payable. In such accordance werent the beneficiary of the trust deed in equity as a contage or direct the truste to forcelose this trust deed advertisement and such a fact that the beneficiary or the trustes shall not sell the said described his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sell, give notice theterod as then required by law and proceed to forclose this trust deed in the manner provided in ORS 86.740 to 86.795.

12. Should the beneficiary elect to forclose by advertisement and sale trustee are the trustee or the trustee or the trustee or the trustee of the trustee of the trustee of the said, and the prior to live days before the date set by the trustee or the trust of the trust deed and the obligation settle amount then due under the terms of the trust deed and the obligation settle amount then due under the terms of the trust deed and the endocring the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the delault, in which event all loreclosure proceedings shall be dismissed by the trustee.

the detault, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 rocels and shall sell the parcel or parcels at auction to the highest bidder for each, payable at the time of sale. Trustee the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the fathor 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 by 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 shall apply an expense of the payment of the trustee in the trustee and expenses of the payment of the process of the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law heartless war them.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named 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 onleared upon any trustee herein named or appointed hereunder. Each such permitten and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed instrument executed by beneficiary, containing reference to this trust deed click or Recorder of the county or countries in which the property is situated, click or Recorder of the county or countries 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 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 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 lows 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, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it 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 leminine 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. SPRING CREEK HOME AND LAND, INC. (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON. STATE OF OREGON, County of Klamath County of _____ Personally appeared Richard R. Kopczak and Personally appeared the above named Michael C. Miller who, each being first duly sworn, did say that the former is the president and that the latter is the ... secretary of Spring Creek Home and Land, Inc. 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 acknowledged the foregoing instrusealed 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: ment to be.....voluntary act and deed. Before me: (OFFICIAL Windy Mung Notary Public for Glegon My commission expires: 8/31/87 SEAL) Notary Public for Oregon My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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: Beneficiary Do not loss 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. ទ័ពចមានមានក្រាក្ TRUST DEED STATE OF OREGON, (FORM No. 881) County of Klamath I certify that the within instrument Spring Creek Home and Land, Inc. ou secure was received for record on the 29th day of ______, 19 85 Chimin Carry to at 3:30 o'clock P.M., and recorded in book/reel/volume No. M85 on page 4635 or as fee/file/instrument/microfilm/reception No. 47295 SPACE RESERVED Richard R. Kopczak RECORDER'S USE BOY BOYA Record of Mortgages of said County. Beneficiary Witness my hand and seal of Spring Creek Home & Land County affixed. Evelyn Biehn, County Cler P 0 30x 361 Chiloguin OR 97624 ABORA INCIDI Deputy