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bits measures of participation in the second state of the feedback devision of the short back of the second source and back of the second sources of the second sources of the feedback of the second sources of the second Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in This dead applies to many to the Sucod may bot Contract & Factorian

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County, Oregon, described as:

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which real property is not currently used for agricultural, timber or grazing purposes, 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 thereafter attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of Payments of \$17,401,20, payable in ______ monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$125,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, with an Annual Percentage Rate 12 monthly installments of \$145,01, and any extensions, renewals or modifications thereof: (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or

pursuant to the terms hereof, together with interest thereon as herein provided. To protect the security of this trust deed, grantor agrees:

Ternson

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon; to complete or restore promptly for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improve-ments to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of laws and do all other acts which from the character or use of said property may be reasonably provided the specific enumerations herein not law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not

2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done

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

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee, and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but

or n granter tans to perform any of the above duties to insure of preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on granter and without releasing granter from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding purficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding pur-porting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgement of beneficiary/may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum

It is mutually agreed that:

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7. Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all To: upon default of granter in payment of any indeptedness secured or in his performance of any agreement, the beneficiary may deciare ail sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the event the beneficiary of the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described to foreclose the trust deed by law for secured berefy and proceed to foreclose the trust election to sell the said described real property to satisfy the obligations secured berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for secure berefy and proceed to foreclose the trust deed in a manner provided by law for the secure berefy and proceed to foreclose the trust deed in a manner provided by law for the foreclose the trust deed in a manner provided by law for the secure berefy and proceed to foreclose the trust deed in a manner provided by law for the foreclose the trust deed in a manner provided by law for the foreclose the trust deed by law foreclose the foreclose the trust deed by law for real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law. 12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary conse-

quent to grantor's default.

13. After a lawful lapse of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

Provided the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of the trustee and the reasonable fees of trustee's attorney. (2) the obligations secured by this trust dead. (3) to all one 14. When the trustee selfs pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale induction of (1) the expenses of sale and (4) the surpluse if any to the granter or to his successor in interest entitled to such surplus. 15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or any encounter trustee appoint a successor trustee to the successor trustee the latter shall be

15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee nameo nervin 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 nowers and duties conferred upon any trustee herein named or appointed hereunder. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the Retail Installment 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 femining

assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the Retail Installment 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 plural. IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written. Wie LESLIE E. MOORE Witness : <u>1</u> Granto Wit Grantor the sense and provide now or hereafter appertaining and the reats, issues and profits Granto **STATE OF CREGON** isni listofi s vid bionablen segiod lob jel tanto ils bas secondedenni stati i stati i soluti s entre at forti at a manara si i soluti s ta contra di ta tanta na si soluti si soluti soluti si soluti soluti si soluti soluti si soluti si soluti soluti si soluti si soluti si soluti si soluti si soluti soluti si soluti soluti si soluti soluti si soluti solu Sheres wild bes shere Charles Provide the above named and RICHARD'SK. JOHNSON USE STORE TO STORE THE STORE foregoing instrument to be LESLIE E & ELIZABETH Asbi MOORE is provide voluntary act and deed. See Coburt areas in order put vitin 110 Dense samp of ine failured yns rialomab to evontak of fon plagat bra on Notary Public of value of the day of t averaged to comply with the visit property of the particle of the property is the set of the visit of the vis STATE OF OREGON una official and vice mined to solid dumineAssignment and usary the fait of forming of the underside shure of or unant. COUNTY OF_ but For value received, SOLAR <u>ENERGY</u> EQUITED RENTED EST GNORMANT within Trust Deed and the indebtedness secured thereby all and value of the secure of the and the cost of title search as well as outer costs of title search as outer costs of title search as outer costs of the second of the results of the result ENERGY EQUIPMENT DESIGN FOR SUBJECT f Aler an has the said areas for an of 18 of ght, title and interest in and to the other property therein described and ynd to self to statu start yne ar with and to self с dobient, Ancrea, all Issuan o Classocin mash yain visibilanad as <mark>AMERIKAN StVERS MORTGAGE СОНРОНА пом</mark>етород и Dibb yosan sonolize yos binotaning to access a common protecting with or to prove the base for many breatment ac allo nacional sonolize yos binotaning to access and you yosab Byng Ancrewol (access) a many breatman and sono den makh yom if notifatally structure and another and to access and access and access and access and access and den makh you if notifatally structure access and the sono common of the sono of the sono of the sono of the sono den makh you if notifatally structure access and the sono of the s ेल म दिव् an notice and inorthing monne seu (2011) hebred nat lo oter e te environ ontento, con ottenocean an veri pre leanoro volcare, con la consbive te ever trainin STATE OF OREGON in Vision Ydan Personally appeared the above named bins of vitining a Bobert C. Buxman reference in a start of the above named bins of vitining a Bobert C. Buxman reference in a start of the above named bins of the above namove namo <u>1 651</u> Service Hermonie o enne Hermonie 131 75 Sier Ierie 24 Statu Arts Ana: Before mentor in variable in the second of the second and the second of the secon cknowledged the ONFR 08-5 Star name TRUST TO DEED THE SH a visuant on monte of fueras on this residence, televely to the easily lefted Romellonettere prior to the tank or university or the desired and that the interest payable on cradit of such perior is socialized by the desired by and that the interest payable on b, aither in person or by signif, and without repart to tion of default or invaligiate any not don't parsuant wood other but nody some County of -teorina huin nói រិធិនិ ខេត្តខ្ល To Thursday any default of icial sets crutes ทธ์ไอ้รับ ชื่อสะ ชั่วไปรักษณะ CC 46 ss. d ni vini ja ja ja ja ja **TO** Grantor Ġ. Sentie yas to consum Log Vacuasia I certify that the within instrument was received become very DON'T USE THIS for record on the teint sigs SPACE; RESERVED we had to the product of the trade to 3 FOR RECORDING ____day of: LABEL IN COUN- The brin book . 19 _ o'clock _ THES WHERE USED) A CRUCK VICEOR OF Mortgages of said County. IP. Beneficiary AFTER RECORDING RETURN TO: 012501160 and AMERICAN SAVERS, MORTGAGE CORP M., and recorded edi (Vased) (valarni ya i edi (Vasiera berugei noi 9 annas arb preistorna ni 9320 SW BARBUR BLWD. -255 Witness my hand and seal of County affixed and seal of Il: PORTLAND, OR .97219 of notice privile sits bits 11 w default by visition and that that the stants of an le at the time of sele. Trustee shall deliver to the purch and the address of the recordstion of the addres of defe sing a province of the second and the method of the help of the second o dias and is sanda with

Beginning at a point 1,006 feet North of an iron pin driven into the ground at the corner of the Otis V. Saylor land near the Southwest corner of the NW4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, which pin is 30 feet East of the center of a road intersecting the Dalles-California Highway (sometimes called the Klamath Falls-Lakeview Highway) from the North North 116 feet; thence West 220 feet; and thence South 116 feet to the place

STATE OF OREGON,) County of Klamath) Filed for record at request of

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D.	EVELYN BIEHN, C	Clerk
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