



KENNETH W. ROBINSON

... as Trustee, and

2 MELVIN U
as Beneficiary,

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

1107 58

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY-SIX THOUSAND AND NO/100 _____ Dollars, with interest thereon according to the terms of a promissory

not sooner paid, to be due and payable per terms of note, 19 .

100

(n) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the same," 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.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, real, personal or mixed, and all the rents, issues and profits, including the principal of the indebtedness so secured, unpaid, and apply 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 determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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.

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 due and payable. In such an event, the beneficiary may, at his election, may proceed to foreclose this trust deed by advertisement and sale, or may elect 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 shall proceed to sell the said described real property to satisfy the obligation secured hereby whereupon the beneficiary shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 3 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or the defaults. If the default consists of a failure to pay, when due, the amount due by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would have been paid by the grantor or any other person so privileged. If the default is not then due but no default occurred. Any other default tendered as capable of being cured may be cured by tendering the amount of the default required under the obligation or trust deed. In any event, the person curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with the trustee's and attorney's fees not exceeding the amounts provided by law.

by law.

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 same in the order and at the time or times specified in the notice of sale. The trustee shall deliver to the highest bidder a deed in form as required by law conveying to him 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 conclusively presumed to be true. Any person who purchases from the trustee, but including the trustee himself, shall be deemed to have purchased the property with knowledge of the truthfulness thereof. Any person who purchases from the trustee, but including the trustee himself, shall be deemed to have purchased the property with knowledge of the truthfulness thereof. Any person who purchases from the trustee, but including the trustee himself, shall be deemed to have purchased the property with knowledge of the truthfulness thereof.

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's attorney, (2) to the obligation secured by the interest of the trustee in the trust having recorded liens subsequent to the death of the grantor, and (3) to all persons having recorded liens subsequent to the death of the grantor, in the order of their priority and (4) the balance of the proceeds of sale to the grantor or to his successor in interest entitled to such 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 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 of the trustee upon any trustee herein named or appointed hereunder. Such appointment and substitution shall be made by a duly executed instrument executed by beneficiary in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of a 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 involved, 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 except none

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 the purchase of real property, for the purchase of real property for investment, for the purchase of real property for business purposes, for the purchase of real property for 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 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.)

Kenneth W. Robinson
KENNETH W. ROBINSON

STATE OF OREGON,
County of Klamath } ss.
June 27, 19 85

Personally appeared the above named
KENNETH W. ROBINSON

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

Before me:
Kristin J. Redd
Notary Public for Oregon

My commission expires: 11/16/87

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:
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 _____

Beneficiary

TRUST DEED
(FORM No. 881)

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

Kenneth W. Robinson

Grantor

Melvin U. Grote and Ellen I. Grote

Grote

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.

2070

Fee: \$9.00

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 27th day of June, 19 85, at 2:11 o'clock P.M., and recorded in book/reel/volume No. 185 on page 9394 or as fee/file/instrument/microfilm/reception No. 50408, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By P. Smith Deputy