

TRUST DEED

as Beneficiary,

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:
Lots 2 and 5, Block 2

Lots 2, 4, 6, 11, 13 and 15, Block 1 and Lots 2 and 5, Block 2 of Tall Pines Estates as platted and recorded in the Deeds and Records for Klamath County, Oregon.

***Kenneth Smejkal and Robert A. Smejkal are Trustees and Robert A. Smejkal, Debra Smejkal and David Smejkal are Beneficiaries.

Debra Smejkal and David Smejkal are deemed to have accepted the terms of this agreement 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 real estate.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE

sum of Seventy Thousand and no/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, unless the written consent or approval of the beneficiary, as to the time of payment of the debt secured by this instrument, shall be obtained prior to the date herein set forth for the payment of the same.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is 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 herein, shall become immediately due and payable.

(c) consent to the making of any map or plat of said property; (d) join in any application for partition of said property; (e) join in any suit or action brought by the beneficiary to quiet title to said property; (f) execute any deed or other instrument required to carry out the purposes of this agreement; and (g) do whatever else may be necessary to carry out the purposes of this agreement.

The above described real property is:

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

To protect the security of this trust deed, g. 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 constructed, damaged or

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the use of the property; the beneficiary shall maintain the building and continuously maintain insurance on the building against loss or damage by fire, theft, explosion, flood, windstorm, hail, lightning, earthquake, and other causes, and shall pay the cost of such insurance.

proper public on or searching agencies as may be deemed
by filing officers or searching agencies on the buildings
beneficiary. To provide and continuously maintain insurance on the buildings
now or hereafter erected on the said premises against loss or damage by fire
and such other hazards as the beneficiary may from time to time require, in
an amount not less than \$ written in
and such companies acceptable to the beneficiary, with loss payable to the latter; all
companies acceptable shall be delivered to the beneficiary as soon as insured;
policies of insurance shall be delivered to the beneficiary as soon as insured;
the grantor shall fail for any reason to procure any such insurance and to
deliver said policies to the beneficiaries at least fifteen days prior to the
of any policy of insurance now or hereafter placed on said buildings,
the beneficiary may procure the same at grantor's expense by beneficiary
collected under any fire or other insurance policy so applied by beneficiary
indebtedness secured hereby by the entire amount so collected,
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 pursuant to such policy.

[illegible]

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

[illegible]

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and not to grantor by grantor in such proceedings, costs and expenses and attorney's fees incurred by it first upon any reasonable costs and expenses paid or incurred by beneficiary in the trial and appeal and the balance applied upon the indebtedness of beneficiary in such proceedings. Grantor agrees, at its own expense, to take such actions secured hereby by such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or by a receiver to be appointed by a court, take possession of the property of said principal debtor, thereby secured, upon and to the adequacy of said property, the indebtedness hereby secured, and any other otherwise collect the rents, interest and profits, including the principal due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including the attorney's costs and expenses of operation and collection, including reasonable expenses of operation and collection, 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 theft 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.

[illegible][illegible][illegible][illegible]

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein and without successor trustee appointed hereunder. Upon such appointment(s) with all title, conveyance and duties conferred upon any substitution shall be made by deed hereunder. Each such appointment of beneficiary, containing reference to this instrument executed by which, when recorded in the office of the County Clerk and Recorder of the county or counties in which the property is situated, shall constitute 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 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 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 law-fully 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, family, household or agricultural purposes (see Important Notice below),
(b) ~~for the purchase of real property~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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.)

Robert A. Smejkal
Robert A. Smejkal, Trustee

STATE OF OREGON,

(ORS 93.490)

County of Lane } ss.
October 29, 1985

Personally appeared the above named

A. Smejkal Robert

and acknowledged the foregoing instru-ment, to be a voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/30/88

STATE OF OREGON, County of _____) ss.
Personally appeared _____, 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

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

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.

Kenneth Smejkal and

Robert A. Smejkal

Grantor

James A. Smejkal

Beneficiary

AFTER RECORDING RETURN TO

Robert A. Smejkal
1361 Pearl Street
Eugene, OR 97401

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, Klamath } ss.
County of _____

I certify that the within instru-ment was received for record on the 31st day of October, 1985, at 11:59 o'clock A.M., and recorded in book/reel/volume No. M85 on page 17715 or as document/fee/file/instrument/microfilm No. 54975. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME
By _____ TITLE Deputy

Fee: \$9.00