18840 Vantura Blvd., Ste. 213

TRUST DEED

Vol. m86 Page

.....day of December 

Harriet H. Salas, an unmarried woman

as Grantor, Aspen Title & Escrow, Inc. , as Trustee, and ecorge M. Steinmetz and Beverly J. Steinmetz, husband and wife, as tenants by the entirety

as Beneficiary,

WITNESSETH:

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

Lot 16, Block 20, Tract 1113, OREGON SHORES UNIT 2, in the County of Klamath, State of Oregon.

TRUST DEED

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. -- A-BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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.

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

NINE THOUSAND and NO/100---

(\$ 9000.00) 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

soid, conveyed, assigned or alienated by the grantor without itrat then, at the beneliciary's option, all obligations secured by this inst therein, shall become immediately due and payable.

The above described real property is not currently used for agricult To protect the security of this trust deed, grantor agrees:

10 protect preserv and maintain said property in good condition and repairs of the protect preserv and maintain said property in good condition and repairs of the protect of injurance shall be delivered to the beneficiary and protect of the protect of injurance shall be delivered to the beneficiary and protect of injurance shall be delivered to the beneficiary and protect of injurance shall be delivered to the beneficiary and protect of injurance shall be delivered to the protect placed on and buildings, the protect of injurance policy of

(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 chartered; (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 thereto," and the recitals thereto id 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.

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 any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect her rental issues and profits, including those past due and unpaid, and apply the rental issues and profits, including those past due and unpaid, and apply leaves the collection of such rents, issues and profits, or the proceeds of tire 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 neave any default or notice of default hereunder or invalidate any cat done pursuant to such notice.

11. Upon desired by grantor in payment of any indebtedness secured hereby or in his performance of any afreement hereunder, the beneficiary may declare all sums secured his property, the effective property and the application or release thereof as aforesaid, shall not cure or neave any default or notice of default hereunder or invalidate any cat done pursuant to such notice.

12. Upon described resecutive the trustee to foreclose this trust deed by declare all sums secured his election may proceed to foreclose this trust deed by indeptitisement and sale. In the latter event the be

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 5 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 defaults. It the default consists of a failure to pay, when due, sums secured 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 not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to 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 trustee's and attorney's less not exceeding the amounts provided by law.

together with trustees and autories a tees that executing the sainbasis place by law. A Otherwise, the sale shall be held on the date and at the time place designated in the notice of sale or the time to which said sale be postponed as provided by law. The trustee may sell said property ein one parcel brighten the parcel of the process parate parcels and shall sell the parcel or parcel as hall deliver to the purchaser its deed in form as required by law converte the property so sold, but without any covenant or warranty, express or plied. The recitals in the deed of any matters of fact shall be conclusive p of the truthfulness thereof. Any person, excluding the trustee, but inclu the grantor and beneficiary, may purchase at the sale.

the grantor and peneticiary, 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, lectualing the companishon of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may 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.

surplus, a say, to the grantor or to ms successor in interest entitled to such surplus.

16. Beneliciary 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 conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, 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 the successor trustee.

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 in brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an artomey, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan attackation 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 covenients 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, tamily, 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 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, occurred 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 terminine 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 5, 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; of a dwelling use Stevens-Ness form No. 1305 or equivalent; 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 chore is a corporation; use the farm of oxinowledgment eposite.

CALLFORNIA SHA STATE OF OREGON, County of..... County of Ventura January 7 Personally appeared the above named. Personally appeared ... mald R. Reutter and Harriet H. Salas 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. and acknowledged the loregoing instru-Your voluntary act and deed. Before me: SUSAN N. YEE Ausan nya Notary Public for Gregon CALIFORNIA My commission expires: NOV. 20, 1989 Notary Public for Oregon (OFFICIAL SEAL) 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 trust deed nave been mmy paid and satisfied. For nevery are directed, our payment to you or 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 ... TON OUR SHE DATED State of the second of the second of 19 of brothe december 19 of the second of t FERFORMANCE CHECK THE THE THEORY OF CHANGE OF THE CHANGE OF THE PROPERTY O Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be a PARTICULAR LOT FOR TE CHAIR OF THE FROMENT TRUST DEED STEVENS-NESS LAW PUB. CO., PO STATE OF OREGON. Mr. Ronald E. Reutter and Mrs. Harriet H. Seles 2160 Snow Avenue Oxnard (CA 93030 (trustor) County of Klamath etras **Tugoja p**orta si I certify that the within instrument was received for record on the .7th .... day the state and Coursely of at 10:15... o'clock .A..M., and recorded Ours. (trustor) and Mrs. George M. Steinmetz SPACE RESERVED in book/reel/volume No. .....M86...... on c/o Eli Property Co. FOR page .....2387..... or as fee/file/instru-RECORDER'S USE 18840 Ventura Blvdvw.Ste. 218
Takzana C 9156 6 Beneficiary
Afrik Recombing Return To-100
Mr. and Mrs. George M. Steinmetz
c/o Elimproperty O ED mage com ment/microfilm/reception NoM58068..., Record of Mortgages of said County. Witness my hand and seals of County affixed. men. 18840 Ventura Blvd., Ste. 218 क्षा अस्तु । Evelyn Bichn, County Clerk

TRUST DATE

Tarzana (CA C91356