

THIS TRUST DEED, made this 10th day of \_\_\_\_\_, 1981, by and between CRIDER and LINDA S. CRIDER

10th.....day of

February 1986, between

THIS TRUST DEED, made this 10th day of \_\_\_\_\_, 1981, by and between \_\_\_\_\_, CRIDER and LINDA S. CRIDER

husband and wife

as Grantor, High Cascade Collection Service  
RAYMOND J. BRIESE

RAYMOND J. BRIESE

as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to  
in Klamath County, Oregon, described as:

That part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 23 South, Range 9 East of the Willamette Meridian, lying South of the River, TOGETHER WITH an easement for ingress and egress and utilities over the Northerly 66 feet and the Easterly 66 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33, Township 23 South, Range 9 East of the Willamette Meridian.

ALSO see attached Exhibit "A"

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

RECORDED AND NO. 100-

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS HEREIN CONTAINED,  
SIXTEEN-THOUSAND FIVE-HUNDRED AND NO/100-----  
sum of \_\_\_\_\_ 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 \_\_\_\_\_ February 10, 1991  
the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
is due and payable; and the grantor hereby covenants, agrees and warrants that no part thereof, or any interest therein is sold, agreed to be  
sold, assigned, hypothecated, pledged, mortgaged, conveyed, transferred, encumbered, or otherwise disposed of without the consent or approval of the beneficiary

note of even date herewith, payable to beneficiary or order and made by \_\_\_\_\_, 19 91

not sooner paid, to be due and payable \_\_\_\_\_ February 10, \_\_\_\_\_, 19 91

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, 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.

\_\_\_\_\_ hereby certifies that the within described real property is not currently used for agricultural, timber or grazing purposes.

\_\_\_\_\_ consent to the making of any map or plat of said property; (b) join in any application for a subdivision of said property; (c) join in any application for a change of zoning thereon; (d) join in any application for a change of use of said property.

The above described real property is that

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

and maintain said property in good condition

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

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.

and to restore promptly and in good and workmanlike manner any and all said damaged or

[illegible][illegible]

any part thereof, waive any default or notice of default and to pay all not cure or pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become payable due or delinquent and promptly deliver receipts therefor to beneficiary should the grantor fail to make such payment of any taxes, assessments, premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to pay such payment, beneficiary shall, at its option, make payment secured by the amount so paid, with interest at the rate set forth in the note and 7 of this hereby, together with added to and become a part of the debt secured by this trust deed, without waiver of any rights arising out of the debt secured by the trust deed and for such payments, the grantor shall be bound to the covenants hereof and for such payments, the grantor shall be bound to the covenants hereof and for such payments, as well as the payment of the obligation to retain property and the payment of the obligation to retain property and the payment of the obligation to retain property, to the extent that they are bound to pay immediately due and payable with- out notice, and all such payments shall, at the option of the beneficiary, out notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and render all sums secured by this trust deed, at the option of this trust including the cost

6. To pay all costs, fees and expenses of this trust, including the costs of life search as well as the other costs and expenses of the trustee and attorney's in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding brought by or against the trustee; and in any suit or action brought by or against the trustee.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit or action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of title and the beneficiary's fees; then, including evidence of title and the beneficiary's fees mentioned in this paragraph, the amount of attorney's fees mentioned in this paragraph from any judgment or decree of the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

(6) 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 and expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by grantor upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such money and executing such instrument as beneficiary's request.

secured hereby; such instruments as shall be necessary to execute or carry out beneficiary's request.

9. At any time and from time to time upon written request of bene-  
ficiary, payment of its fees and presentation of this deed and the note for  
cancellation, for reconveyance, for cancellation), without affecting  
the liability of any person for the payment of the indebtedness, trustee may

tenances and all other rights thereunto belonging or in anywise  
and all fixtures now or hereafter attached to or used in connec-  
each agreement of grantor herein contained and payment of the

ollars, with interest thereon according to the terms of a promissory  
by grantor, the final payment of principal and interest hereof, if  
19.91

the date, stated above, on which the final installment of said note is paid, or any part thereof, or any interest therein is sold, agreed to be sold, or otherwise disposed of, without the written consent or approval of the beneficiary, the beneficiary shall have the right to demand the maturity dates expressed therein, or to demand the principal and interest thereon, and to receive the same in cash, or in kind, or in any other manner, and to use the same for any lawful purpose.

[illegible]

10. Upon any and all claims, demands, suits, actions, proceedings, or judgments, the undersigned shall be held harmless by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or attorney, acquire any security for the indebtedness hereby secured, and may, at any time, without notice, take possession of said property, and may, at any time, without notice, sell, lease, convey, or otherwise dispose of the same, and the undersigned shall, in its own name sue or otherwise defend the same, and shall pay all costs and expenses of operation and maintenance, including reasonable attorney's fees and expenses of operation and maintenance, 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.

[illegible]

thereof, as then provided by law and 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 may be privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the 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 sums as would not then be due had no default occurred. Any other default required under the being cured may be cured by tendering the performance of the default or obligation of 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 fees not exceeding the amounts provided 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 provided by law. The trustee may sell the parcel or parcels at one or more public or private sales, or by public or private contract, or by public auction to the highest bidder for deed in form as required by law. Trustee shall deliver to the purchaser, without any covenant or warranty, a deed in form of the property so sold, without any matters of fact shall be conclusive proof of the validity of the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

[illegible]

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, the trustee herein named or appointed hereunder shall be vested with all title, powers and authority conferred upon the trustee herein named or appointed hereunder by the instrument executed by beneficiary, and substitution shall be made by 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.

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 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) for the purchase of real property, or (b) for an organization, or (even if 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 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 compliance with the Act is not required, disregard this notice.)

David G. Crider  
Linda S. Crider

STATE OF OREGON,  
County of Deschutes  
February 10, 1986  
Personally appeared the above named  
David G. Crider and Linda S. Crider

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 \_\_\_\_\_

Notary Public for Oregon  
My commission expires: 3-12-89

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. Full reconveyance and documents to  
DATED: 19\_\_\_\_

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

CLT (FORM No. 881) 16 MCL 1975  
STEVENS-NESS, LAW PUB. CO., PORTLAND, ORE.

Crider  
Briese  
Grantor  
Beneficiary

AFTER RECORDING RETURN TO  
Deschutes Investment & Loan Co.  
P.O. Box 19  
LaPine, OR 97739

STATE OF OREGON,  
County of \_\_\_\_\_ ss.  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

Exhibit "A"

## ASSIGNMENT AND POWER OF ATTORNEY

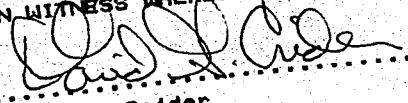
2532

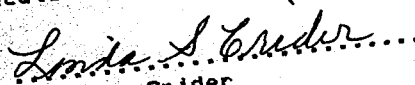
FOR VALUE, and as security for the payment of a certain promissory note dated February 10, 1986 ....., in the amount of \$16,500.00 ....., payable in installments by the undersigned to the order of Raymond J. Briese ....., herein after called the Creditor, the undersigned has assigned and does hereby sell, assign, transfer and set over unto the Creditor all interest in monies due and to become due by terms of any agreement of leases or rent, however evidenced, affecting premises within the area of the land described in the Oregon Trust Deed securing payment of said promissory note, which Oregon Trust Deed is recorded in Book ... MS6 ....., Page 2530, Recorder's No. 58467, Klamath County, Oregon, dated February 10, 1986, whether such agreement of lease or rent, shall have been entered into before or after the execution of this instrument. As further security for the payment of said promissory note and the performance of covenants of said Trust Deed the undersigned has appointed and does hereby irrevocably make, constitute and appoint the Creditor its true and lawful attorney in fact, with full power and authority in its name and on its behalf, to collect all monies as shall at any time be payable for the occupancy of any of said premises, to sue for, compromise, settle, adjust, recover, satisfy and discharge the same, to make, execute and deliver agreements of leases or rent and other agreements relating to the use and occupancy of said premises or any part thereof, to modify, cancel or amend the same, to do and perform any covenant of the undersigned contained in any such lease or rent agreements and, otherwise, to manage and control the said properties; it being understood however, that said Creditor has not agreed to perform any of the said acts or to exercise any of the authority hereby conferred upon it. Notwithstanding that this instrument is a present assignment of rents, it is understood and agreed that the undersigned shall have the permission and obligation to collect the same and manage said real property, the same as if this assignment had not been given, if and so long only as the undersigned shall not be in any default whatever with respect to the obligation due under said note and Oregon Trust Deed. This permission terminates automatically on the occurrence of default or breach of covenant in the terms of said note and Trust Deed.

The undersigned further agrees, whenever and as often as the Creditor may request, to provide the Creditor with copies of all lease or rent agreements pursuant to which any of said property may be occupied by any tenant and information concerning the performance of the terms of such lease or rent. Whenever or as often as the Creditor may request the same, the undersigned covenants to execute specific assignments of lease or rent and such other instrument as the Creditor from time to time requests for the better or more convenient accomplishment of the purpose hereof.

The authority hereby conferred, being given as security, is irrevocable and shall continue until said trust deed & note and any other notes hereafter executed by the undersigned to the Creditor covering the whole portion of said premises shall have been satisfied of record.

IN WITNESS WHEREOF, this instrument is executed February 10, 1986.

  
David G. Crider

  
Linda S. Crider

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of February A.D., 19 86 at 9:52 o'clock A M., and duly recorded in Vol. 11ch day M86  
of February of Mortgages on Page 2530  
By Evelyn Biehn, County Clerk [Signature]

FEE \$13.00