

TRUST DEED

THIS TRUST DEED, made this 22nd day of September
Tim Michael Amuchastegui

Vol. 1186 Page 17557

..... as grantor, William Sisemore, as trustee, and
United States, as beneficiary.

WITNESSETH:

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath... County, Oregon, described as: Lot 9 in Block 2, Tract 1145, Nob Hill, a resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition and Eldorado Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption of the entire unpaid balance shall become immediately due and payable, which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues and profits, after belonging to, derived from or in any way connected with the said premises, shall be sold at public auction, and the proceeds of such sale shall be applied to the payment of the principal and interest due on the note secured by this deed.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, to be evidenced by note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon any of said notes or part of any payment on one note, as evidenced by as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property to keep said property free from all encumbrances having priority hereafter constructed on said premises within six months of continuing progress or the date construction of said premises commenced; and to repair and restore said property in good workmanlike manner within six months from the date costs incurred therefor may be damaged or destroyed or any building or improvement during construction to allow beneficiary to remove and pay, when due, all bills for any work within fifteen days any work or materials unsatisfactory to constructed or on said premises; to keep all buildings and improvements on or hereafter erected upon said property in good repair and to commit or suffer by fire or such other hazards as the beneficiary may from time require, in a sum not less than the original principal sum of the note or time require, fiduciary, and to deliver, in a company or companies acceptable to the beneficiary, and loss payable clause in favor of the beneficiary, correct form and with fifteen days prior to the effective date of any such policy of insurance, if said policy of insurance is not so tendered, the beneficiary at least all be non-obtainable for the benefit of the beneficiary, which insurance obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, or to the trustee of the trust, the sum of _____ per month, principal and interest payable with and in addition to the monthly payments of _____ amount equal to one-twelfth (1/12th) of the net monthly payments of _____ other charges and insurance premiums, to be paid on the _____ day of each month, beginning twelve months after the date of the execution of this instrument, and continuing for twelve months, and also one-thirty-sixth (1/36th) of the taxes, assessments and insurance premiums payable with respect to said property within each month, and the unrepaid such sum shall remain in effect as estimated to be due for the insurance premiums, such sum to be credited to the principal of the loan until repaid by the beneficiary, for all purposes thereof, and shall thereupon be charged to the loan until repaid by the beneficiary, or at the option of the beneficiary, the sum so repaid shall be held by the beneficiary in trust as a fund for the payment of the taxes, assessments or other premiums, taxes, assessments or other charges and insurance premiums, without interest, and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments shall be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or assessed against said property in the amounts as shown by the statements or imposed against the collection of such taxes, assessments or other charges, and to furnish the insurance carrier or the amounts shown on other charges, and to the principal of the loan or to the representatives, and to the statements submitted to the reserve account, if any, established for the sums which may be due in no event to hold the beneficiary responsible for that purpose. The required from insurance policy, and the beneficiary is authorized in the event of any loss, compromise and settle with the insurance company or to apply any computing the amount of the indebtedness secured by this trust deed, in full or upon sale or other acquisition of the property by the beneficiary, after

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may, at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its covenants thereunder shall draw interest at the rate specified in the note, shall be enforceable by the grantor on demand, and the beneficiary shall be secured in its right in this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary of.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated to furnish any further statements of account.

It is mutually agreed that:

[illegible]

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) without warranty, all or any part of the property. The grantee in any reconveyance may be described as "person or persons legally entitled thereto" and the recitals therein of any matter or fact may be described as "proof of the truthfulness thereof. Trustee's fees shall be \$5.00."

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by these trusts and all rents, issues, royalties and profits of the property owned by grantor and any other person or persons, whether or not the grantor shall default in the performance of any personal obligation and profits of the production of the oil and gas, and of any other property located thereon, until the full performance of any agreement hereunder, by which the grantor shall become due any rents, issues, royalties and profits earned prior to default as co-beneficiary may at any time payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either by the grantor hereunder or by himself or by his attorney, or by any court, and without regard to the adequacy of the security for the indebtedness hereby secured, enter upon the premises of the grantor, and take the rents, issues, and profits, including the own name use for or otherwise collect the same, less costs and expenses of operation, past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including interest as the beneficiary may determine.

4. 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.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of the agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes, and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amount provided by law) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may deem advisable, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 22nd day of September, 1986, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

Tim Michael Amuchastegui and Cecelia Amuchastegui to me personally known to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Notary Public for Oregon

My commission expires: 6-16-88

Loan No. 39-01273

TRUST DEED

Tim Michael Amuchastegui

Cecelia Amuchastegui

Grantor

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

P. O. Box 5270

Klamath Falls, Oregon 97601

Fee: \$9.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 26th day of September, 1986, at 3:55 o'clock P.M., and recorded in book M86 on page 17557. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Ann Smith* County Clerk

Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sizemore, 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.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED:

19

by

TRUST DEED

00123

10-22-86
10-22-86
366

OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN SERVICES
Vital Records Unit

CERTIFICATE OF DEATH

State File Number

DECEASED - NAME		First		Middle		Last		DATE OF DEATH (month, day, year)	
1 Ivan		Earl		St. Louis				2 September 20, 1986	
RACE (White, Black, American Indian, etc. (specify))		SEX		AGE - Last birthday (years)		Under 1 year		DATE OF BIRTH (month, day, year)	
3 White		4 Male		5a 76		5b 76		6 April 18, 1910	
CITY, TOWN OR LOCATION OF DEATH		HOSPITAL OR OTHER INSTITUTION - NAME (If not in other, give street and number)		IF HOSP. OR INST. Indicate DOA, OP/Exam. Rm., Inpatient (specify)		COUNTRY OF DEATH			
7a Klamath Falls		7b Merle West Medical Center		7c Inpatient		7d Klamath			
STATE OF BIRTH (If not in U.S.A. name country)		CITIZEN OF WHAT COUNTRY		MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify)		SPOUSE (IF MARRIED, WIDOWED)		WAS DECEDENT EVER IN U.S. ARMED FORCES? (specify yes or no)	
8 North Dakota		9 U.S.A.		10 Married		11 Hazel M. St Louis		12 Yes	
SOCIAL SECURITY NUMBER		USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)		KIND OF BUSINESS OR INDUSTRY					
13 472-09-1778		14a Millwright		14b Lumber Mill					
RESIDENCE - STATE		COUNTY		CITY, TOWN OR LOCATION		STREET AND NUMBER OR R.F.D.		ZIP	
15a Oregon		15b Klamath		15c Klamath Falls		15d 2321 Eberlein St.		15e 97601	
FATHER - NAME first middle last		MOTHER - first middle last (Maiden Name)		INFORMANT - Name and relationship to deceased					
16 William J. St Louis		17 Grace - Young		18 Hazel St Louis, wife					
BURIAL, CREMATION, REMOVAL, NAU.S. (specify)		CEMETERY OR CREMATORY - NAME		LOCATION City or town state					
19a Burial		19b Klamath Memorial Park		19c Klamath Falls, Ore.					
FUNERAL SERVICE LICENSEE (person acting as such) (Signature)		NAME AND ADDRESS OF FACILITY							
20a <i>[Signature]</i>		20b O'Hair's Funeral Chapel, Inc., 515 Pine St., Klamath Falls, Or							
To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated		DATE SIGNED (Mo., Day, Year)		HOUR OF DEATH					
21a (Signature) <i>[Signature]</i>		21b September 22, 1986		21c 11:05 P.					
NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print)		ZIP							
21d William A. Bartlett, M.D., 2300 Clairmont St., Klamath Falls, Ore. 97601		21e 97601							
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)									
21f									
DATE RECEIVED BY REGISTRAR (Mo., Day, Year)		REGISTRAR							
22a SEP 22 1985		22b (Signature) <i>[Signature]</i>							
PART I IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).)		Interval between onset and death							
(a) Cardiac Dysrhythmia		Minutes							
(b) Myocardial Infarction + Cholesterol Arteriosclerosis		Interval between onset and death							
(c) Coronary Arteriosclerosis		Interval between onset and death							
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a), (b) and (c)		AUTOPSY (Specify Yes or No)		WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No)					
23		24 No		25 No					
ACCIDENT (Specify Yes or No)		DATE OF INJURY (Mo., Day, Year)		HOUR OF INJURY		DESCRIBE HOW INJURY OCCURRED			
26a		26b		26c		26d			
INJURY AT WORK (Specify Yes or No)		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		LOCATION		STREET OR R.F.D. NO.		CITY OR TOWN STATE	
26e		26f		26g					
DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT?		WAS GIFT MADE?							
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>							
RESERVED FOR REGISTRAR'S USE									

ORIGINAL-VITAL STATISTICS COPY

STATE OF OREGON
COUNTY OF KLAMATH

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.

MARIAN ACKERMAN, Registrar Vital Statistics

By *[Signature]* Deputy Registrar

Date *September 22, 1986*

VOID IF ALTERED

NOT VALID WITHOUT A RAISED SEAL OF THE KLAMATH COUNTY DEPARTMENT OF HEALTH SERVICES

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 26th day of September A.D., 19 86 at 4:19 o'clock P. M., and duly recorded in Vol. 186 of Deeds on Page 17559

Evelyn Biehn, County Clerk
By *[Signature]*

FEE \$5.00

Return: Hazel St. Louis 2321 Eberlein St., Klamath Falls, Oregon 97601