Page TRUST DEED 66719 8708£ THIS TRUST DEED, made this day of .. KHUL 0 ASPEN TITLE & ESCROW; INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH: UT OUT TO Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH in Block of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, क्ष पुरुष्टि भेरीर रेपार्थ, प्रश्नी ३ द होराज्यारावस क्षेत्री कोचा पात राज्य COUNTY, OREGON, described as: Page 28 of Maps in the office of the County Recorder of said County. che divide de cue strue consentat e contra socialità con la socialità dell'anno della socialità della socialit at 100 cm a secondario and the visit of the contract of the co 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, itsues 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 granter herein contained and payment of the sum of Security and the herewith, payable to the terms of a promissory note of even date herewith, payable to the terms of a promissory note of even date herewith, payable to the terms of a promissory note of even date herewith, payable to the terms of a promissory note of even date herewith. beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable. obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.

The above described read property is not cutrently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain said property in good condition and repair.

1. To protect, preserve and maintain said property in good condition and repair.

2. To complete or restore mapping and in good and workmentlike manner any permit any waste of said property from pily and in good and workmentlike manner any permit and pay when due all cost in laws, ordinances, regulations, covenants, conditions, and and pay when due all continuous ordinances, regulations, covenants, conditions, and in the statements of the beneficiary so requests, to join in executing such financing statements property; if the beneficiary so requests, to join in executing with instance and ten searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as well as the cost of an item searches made by filing officers or searching agencies as the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary and the search of an insurance and to deliver said policies to the beneficiary at least produce any such insurance and to deliver said policies to the beneficiary at least produce any such insurance and the search and to deliver said policies to the beneficiary at least produce any such insurance and the delivered of any present the same at g restriction thereon. (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof. (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described at the "person or the property. The grantee in any reconveyance may be described at the "person or person shall be entitled thereto, until the recities thereto of any matters or facts shall be conclusive proof of the inchipment stereof. Trustee's jees for any of the services be conclusive proof of the inchipment thereto, Trustee's jees for any of the services be entitled in this paragraph shall be not less than \$5.

10. Upon any default by grantor by a receiver to be appointed by a court, and tien notice, either in person, by agent or by a receiver to be appointed by a court, and tien notice, either in person, by agent or by a receiver to be appointed by a court, and tien notice, either in person, by agent or by a receiver to be appointed by a court, and tien notice, without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the odequacy of any security for the indebtedness hereby secured, such as the property of any part thereof, in its own name enter upon and toke possession of said property or any part thereof, in its own name said and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, and the property of the contraction of the property of the property of the co indebtedness secured hereby, in such order as beneficiary may determine the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or application or release thereof as defressaid, shall not care or waive any default or application or release thereof as defressaid, shall not care or waive any default or application or release thereof as defressaid, shall not care or waive any default or application or release thereof as defressaid, shall not care or waive any default or application or release thereof as defressaid, shall not care or waive any default or application of release thereof as defressaid, shall not care or waive any default or application of the fact of the collection of the state of the collection of the state of the stat ware any default or notice of default hereunder or invalidate any act done pursuant wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said sessiments and other charges the come past properly before any part of such askes, assessments and other charges become past are of the control of the charges payed by such askes assessments surrance premiums, liens or a form of the charges payable by grantor, either by direct payment or by providing other charges payable by grantor, either by direct payment or by providing other charges payable by grantor, either by direct payment or by providing other charges payable by grantor, either by direct payment or by providing other charges payable by grantor, either by direct payment or by providing other charges payable by the tomat thereof, and the amount so paid, with interest at the rate of portion in the note secured hereby, in the work of the obligations described in forth in the note secured hereby, in the odded to and become a part of the definition of the surface of the covernants hereof and for such payments, with interest as effects the payor of the covernants hereof and for such payments, with interest as effects the payor of the payment of the obligation herein described, and all such herein be found for the payment of the obligation herein described, and all such the option of the beneficiary, render all sums served by this trust deed immediately due and payable and consider a sum served by this trust deed.

6. To pay all costs, feel and expenses of this trust including the cost of title of the payer of the payor of law, and proceed to furciose this trust deed in the manner provided in OR\$186,740 to 86.795.

3. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee sale, the grantor or other person so privileged by OR\$ 86.760, may pay to the beneficiary or his successors in mierest, respectively, the entire amount then due the beneficiary or his successors in mierest, respectively, the entire amount then due the trust deed and the obligation secured thereby (including costs under the terms of the trust deed and the obligation set of the obligation and represent and expenses octually incurred in enforcing the trust portion of the principal as would not true the due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The srustee may set or parcels at auction to the parcel or in separate parcels and shall self the parcel. Trustee that deliver to the signest bidder for ash, payable at the time of sale, the property as osld, but purchaser its deed in form as required by law concerning the property so sold, but without any covenant or warranty, express or implied.

15. When trustee sells pursuant to the powers provided herein, trustee shall in the powers provided herein, trustee shall. with this obligation.

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, action or proceeding in which the beneficiary or trustee may appear, including any suit for the proceeding in which the beneficiary or trustee may appear, including any suit for the beneficiary's or trustee's expenses; including evidence of title and foreclosure of this deed, to pay all costs and expenses; including evidence of title and the beneficiary's for trustee's tent the prevailing party shall be tween the grantor and the beneficiary or the trustee that the prevailing party shall be entitled to the attorney's feet herein described; the amount of attorney's feet mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually appeal that excluding the trustee, but including the grantor and beneficiary, may purchase at the sole.

Sole.

When trustee seits pursuant to the powers provided herein, trustee shall exply the proceeds of sale to payment of [1] the expenses of sale, including the proceeds of sale to payment of [1] the expenses of sale, including the proceeds of the trustee can be said to the proceeds of the trust deed, [3] to all persons having recorded items observed by the trust deed, [3] to all persons having recorded items and the order of their priority and [4] the surplus, if any, to the grantor or to appear the order of their priority and [4] the surplus, if any, to the grantor or to appear the order of their priority and [4] the surplus, if any, to the grantor or to appear and the order of their priority and the surplus, if any, to the grantor or to appear or to the grantor or to any increasing the sale of the surplus, if any to the grantor or to any increasing the appointment, and without consequence to the appointment thereof the processor trustee. The sale of the surplus of the sale of the sale of the surplus of the county or counties in which the officer of the sale was the sale of property in attuseted, which, when recorded in the officer of the sale of the county or counties in which the officer of the sale of the county or counties in which the officer.

The sale of It is mutually agreed that:

R. In the event that any portion or all of said property shall be taken under the right, if it is on the right of eminent domain or condemnation, beneficiary shall have the right, if it is of the right of eminent domain or condemnation, beneficiary shall have the right, if it is of elect, to require that all or any portion of the montes payable as compensation for elect, to require that all or any portion of the montes to pay all reasonable costs, such taking, which are in excess of the amount required by greater in such such excessings, which pour is necessarily paid or incurred by greater and property and applied by it first upon any reasonable proceedings, shall be poult to hereful from the interest of the proceedings and the believe excessingly paid or incurred by a payable and the extension of the such excessions and the extension of the such excessions and the extension of the such and from time to tone again whereast is deadly separable payable pay ensities.

Therefore extracts that toust when they deed, duty executed and acknowledged is made a public revent us promised by its. Truster its not obligated to notify any party hereto of penning aire under any other deed of trust or of any action or proceeding in which gration, beneficiary or trustee that he a party units such action or proceeding is brought by trustee. 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 titled thereto The frust 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, or the United States or any agency thereof.

1213-03007

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 an organization, or (even it 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, 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 teminine 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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be translated as your ordina for two wars from the date of interest. be revoked at your option for two years from the date of signing.

* 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 or 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. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF

STATE OF _

STATE OF CALIFORNIA,

COUNTY OF Los Angeles

SS

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SS.

On this the 14.1 triay of July 19_8.6 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kerry Penn personally appeared ...

, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly swom, deposed and said: That.... _He.

resides at Tarzana, Calif.

he was present and saw Sisowath N. Khun Violeta q. Khun-

to be that person described personally known in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed h.i.s.

Signature.

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL JEANNE NIGH Notary Public-California LOS ANGELES COUNTY

M. Sop. Asq. 16, 1661

STATE OF OREGON

CAL-376 (Rev. 8-82) Ack. Witness

trust deed have been fully paid and satisfied. You haveny are directed, on paying 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:....

Beneficiary

Do not lose or destroy this Trust Dead OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made

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SPACE RESERVED FOR RECORDER'S USE

County of Klamath I certify that the within instrument was received for record on the ment was received for record on the 3rd day of October, 19.86, at 12:52 o'clock P. M., and recorded in book M36 on page 18077 or as file/red number 56719 er as file/red number Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn,

Klamath County Clerk

By /19m2

FN REALTY SERVICES, INC. 35 N. Lake Ave., Suite 300 Pasadena, CA 91101

Fee:

Deputy