Vol. <u>M80 Page 18079</u> THIS TRUST DEED, made this DIS & BQOS NOW L. POSKOS, INC., as Grantor, as Grantor, ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH: Grantor irrevocably grants, bargains, soils and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

of Trace-184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8,

of Trace-184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8,

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of Trace-184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8,

1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. COUNTY, OREGON, described as: C. The state of th 3 moralisms the No. But I 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 ments 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 a promissory note of even date herewith, payable for the purpose of SECURING PERFORMANCE of each agreement of grantor herein contained and payable terms of a promissory note of even date herewith, payable for the purpose of SECURING PERFORMANCE of each agreement of grantor herein contained and payable terms of a promissory note of even date herewith, payable for the profits with interest hereof, if not sooner paid, to be due and payable for the event and havable in the event beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable.

The date of maturity of the date secured by this instrument is the date. Stated above on which the final installment of soid more becomes the and to the within described property, or any part thereof, or any interest therein is sold, agreed to be before the second or approved of the beneficiary, then, at the beneficiary's option, all the services of the second or approved of the beneficiary, then, at the beneficiary's option, all the services of t restriction thereon: (c) join in any subordination or other agreement affecting this tend or the lien or charge thereof; (d) reconvey, without warranty, all or any part of deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The same in any reconveyance may be described as the "person of the property. The same in any reconveyance may be described as the "person and the property. The same in the property of the property of the ruthfulness thereof. Trustee's fees for any of the services become in the 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 uny default by grant or by a receiver to be appointed by a court, and the notice, either in person, by agent or by a receiver to the appointed by a court, and the notice, either in eadequacy of said property or any methodened the same own many without regard to the adequacy of said property or any part thereof, in its own same or otherwise collect the rents, states and profits, including those past discussions use or otherwise oldiect the rents, states and profits, of operation and continuous or otherwise oldiect the rents, states and profits, of operation and continuous or otherwise oldiect the rents, states and profits, of operation and continuous or otherwise oldiect the rents, states and profits, of operation and continuous or otherwise of the same less costs and expenses against the reconstitution of the paragraph of the ruth of the paragraph of the paragraph of the ruth of the paragraph of the law, and proceed to foreclose this trust deed in the manner provided in ORS/86.740
18. Should he beneficiary elect to foreclose by advertisement and sale then
13. Should he beneficiary elect to foreclose by advertisement and sale then
13. Should he proper to five days before the date set by the trustee for the
13. Should he grantor or other days before the date set by the frustee for the
13. Should he grantor or other person so privileged by ORS 86.76, may pay to
13. Should he grantor or other person so privileged by ORS 86.76, may pay to
14. Should he grantor or other person so privileged by ORS 86.76, may pay to
15. Should he grantor or other person so privileged by ORS 86.76, may pay to
16. Otherwise, the sale should be contained and thereby cure the default, in
16. Otherwise, the sale shall be held on the date and at the other of the sale shall be held on the date and at the either in one
16. Otherwise, the sale shall be held on the date and at the either in one
16. Otherwise, the sale shall be held on the date of parcels aft deliver to the
16. Otherwise, the sale shall be held on the date on parcel and the other of the parcel or in separate parcels and shall sell the parcel or parcels aft deliver to the
16. Otherwise, the sale shall be the fine of sale. Trustee shall deliver to the
16. Otherwise, the sale shall be the time of sale. Trustee shall deliver to the
16. Otherwise for cash, payable at the time of sale. Trustee shall deliver to the
17. Shall be conclusive proof of the trusthelases thereof. Any person,
18. Shall be conclusive proof of the trusthelases thereof, Any person,
18. When trustee sells pursuant to the powers provided herein, trustee sale.

18. When trustee sells pursuant to the powers provided herein, trustee sales search as well as the other costs and expenses of the trustee incurred in connection 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 security rights or powers of beneficiary or trustee and in any suit for the proceeding in which the beneficiary or trustee army appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including contacts the suit is the beneficiary or trustee the suit of the beneficiary or the trustee then the prevailing party shall the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney had mentioned in this paragraph? If not coses shall be fixed by the trial court or by the appellate court if an appeal is taken.

If is mithtally agreed that: mentioned in this paragraph, in an cases shall be jixed by the trial court of by the appellate court if an appeal is taken.

It is miditally agreed that:

It is miditally agreed that:

It is miditally agreed that:

It is miditally agreed that any portion or all of said property shall have the right, if it so, the court of the shall be taken under the said that the court is the source payable as consonable costs, the court is the said to any portion of the amount required to pay all reasonable costs, expenses and all or any of the amount required to pay all reasonable costs, expenses and all or any of the amount required by it first upon any reasonable costs and expense and all orners is feet, both in the trial and applied courts, expense and all orners is feet, both in the proceedings, and the balance costs and expenses and all orners is feet, both in the proceedings, and the balance applied upon the such actions and execute surfacility request.

Expense, the deficiency of the promotion of this defined the note for endorsement in the control of its feet and presonation of this defined the note for endorsement of the payment of its feet and presonation of this defined the note for endorsement of the payment of the payment of the ladebtedness, rustee may (a) consent to the making person for the payment of the ladebtedness, rustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating ony of any map or plat of said property; (b) join in granting any easement or creating ony 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 Trust Deed Act provides that the trustee hereunder must be either an attorney, who it or savings and loan association authorized to do business under the laws of Oregon or the Ur respectively of this state, its subsidiaries, efficiates, agents or branches, or the United States or property of this state, its subsidiaries, efficiates, agents or branches, or the United States or

1213-02008

Evelyn Biehn,

....Title

....Deputy

Klamath County Clerk

By Jan South

The granter marrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for granter's personal, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it granter 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 leminine and the neuter, and the singular number includes the plural.

N 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 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 comptly 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 apposits.) STATE OF STATE OF County of Personally appeared STATE OF CALIFORNIA. SS COUNTY OF Los Angeles On this the 18 today of August 19___8 **6**efore me, the undersigned, a Notary Public in and for said County and State, personally appeared Kerry Penn FOR NOTARY SEAL OR STAMP ..., 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, (Rev. 8-82) Ack. Witness deposed and said: That.... he ___ resides at _ Tarzana, Calif. OFFICIAL SEAL L'EANNE NIGH Notary Public-California LOS ANGELES COUNTY David M. Roskos was present and saw_ Barbara L. Roskos personally known to be that person described in, and whose name is subscribed to the within and appeared histrument, Comm. Exp. Aug. 10, 1989 execute the same; and that affiant subscribed _ name thereto as a witness to said execution. CAL-376 Sidnature estate now held by you under the same. Mail reconveyance and documents to DATED:... Beneficiary 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 made. TRUST DEED STATE OF OREGON 88. Klamath County of I certify that the within instrument was received for record on the 3rd day of October , 19 86, at 12:520'clock P. M., and recorded Grantor M86 on page 18079... SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. - Beneficiary AFTER RECORDING RETURN TO FN REALTY SERVICES, INC.

And the control of the state of

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Fee: \$9.00

35 N. Lake Ave., Suite 300

Pasadena, CA 91101