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TRUST DEED

THIS TRUST DEED, made this 9 day of August, 1986, between
CARL RENE BARTHO, AN UNINCORPORATED WORKER, 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, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH
 COUNTY, OREGON, described as:

Lot 10 in Block 19 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977, in Volume 21,
 Page 20 of Maps in the office of the County Recorder of said County.

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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anyway 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 sum of Sixty Thousand

Nine Hundred Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to
 the within described property, or any part thereof, or any interest therein is sold, agreed to be paid, to be due and payable 8-15-88. In the event
 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.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon,

3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; if the beneficiary so requests, to join in executing

any and all requirements of the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices as

may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or

hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in an amount not less than

beneficiary with loss payable to the latter. Policies of insurance shall be delivered to the beneficiary as soon as insured. If the grantor shall fail for any reason to

procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter

placed on said buildings, the beneficiary may procure the same at grantor's expense.

The amount collected under any fire or other insurance policy may be apportioned among the parties to the extent of grantor's expense.

5. To keep said premises free from construction, loans and to pay all taxes, assessments and other charges that may be levied or assessed upon said land

property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the

grantor fail to make payment of any taxes, assessments, insurance premiums, rents or

other charges payable by grantor, either by direct payment or by providing

beneficiary with funds with which to make such payment, beneficiary may, at its

option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in

paragraphs 6 and 7 of this trust deed shall be added to and become a part of the debt

incurred by this trust deed, without waiver of any rights arising from a breach of any of

the covenants hereof and for such amounts, with interest as aforesaid, the property

described in this instrument, as well as the grantor, shall be bound to the same extent that

they are bound for the payment of the obligation herein described and all such

payments shall be immediately due and payable without notice, and the nonpayment

thereof, at the option of the beneficiary, render all sums secured to him, or any

part thereof, may be released to grantor. Such application or release shall not cure or

wave an default or notice of default hereunder or invalidate any act done pursuant

to such notice.

6. To pay all costs, fees and expenses of this trust including the cost of title

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 effect 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

foreclosure of this debt, to pay all costs and expenses, including evidence of title and

the beneficiary's or trustee's attorney's fees provided, however, in case the suit is

entitled to the attorney's fees herein described, the prevailing party shall

be entitled to the attorney's fees herein described, the amount of attorney's fees

mentioned in this paragraph. In all cases shall be fixed by the trial court or by the

appellate court if an appeal is taken.

It is mutually agreed that:

8. 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, expenses and attorney's fees necessarily paid or incurred by grantor, such proceedings, shall be paid to beneficiary and applied by it first 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 obtained upon the judgment so secured hereby, and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement in case of full reconveyance, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plot of said property; (b) join in granting any easement or creating any

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

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, or the United States or any agency thereof.

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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, family, 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 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.

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 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 _____

} ss.

County of _____

} 19

STATE OF _____, County of _____

, 19 _____

Personally appeared _____

) ss.

and



Staple

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

On this the 11th day of August 1986 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Donald Kenneth Ryle
..., 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 sworn,
deposed and said: That Donald Kenneth Ryle
resides at Tarzana, Calif.

he was present and saw Carla Ann Barthel
personally known to me to be that person described
in, and whose name is subscribed to the within and annexed instrument,
execute the same; and that affiant subscribed his

Signature

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL
JEANNE NIGH
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. Aug. 18, 1988

CAL-378 (Rev. 8-82) Ack. Witness

Staple

herewith together with the original instrument, which instrument is now held by you under the same. Mail reconveyance and documents to _____.

DATED: _____, 19 _____.

Beneficiary

TRUST DEED

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 20th day of October, 1986, at 10:21 o'clock A.M., and recorded in book 1986, on page 19036, or as file/reel number 67257, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn,

Klamath County Clerk

Title

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

Fee: \$9.00

By *John Smith* Deputy