TRUST DEED , between THIS TRUST DEED, made this ______ day of ______ day of _______ , between <u>ELTSB</u> <u>ODRONA</u> <u>CHOUST</u> <u>RWUNMDRATO</u> <u>WOMD</u>, as Grantor, ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. 25th day of Monch Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH ante alla terrate all'est communitatione a const COUNTY, OREGON, described as: of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, in Block Page 20 of Maps in the office of the County Recorder of said County. (a) to sum the data affecting to construct and the Office of International data (1990) from the optimal data (1990) from the opti 11 8 3 WORLD THE ME ្មមន្ត្រីស្ថារ ស្ថាយអាងសារ ក្រស់ក្រុម ស៊ី ស្រុកថ្ងៃអង្វែញសិង្សា ក្រស់ក្រុម ស្រុកសារ នៃមក សារ ក្រស់ក្រុម ស្រុកសារសារ 3818 . . . $e^{-i (k_{\rm B})^2}$ anton ride brocened - 41 ANY Ar 1979

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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. FOR THS PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ________ THO TS A NO_________ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to THOUS DND DECEMBER OF AN 200

uneficiary or order and made by grantor, ine junal payment of principal and utterest nered). If not sooner path, to be due and payable and payable. In the event 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 writine 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.

obtained the written consent or approval of the beneficiary, then, at the beneficiary soption, all expressed therein, or herein, shall become immediately due and payable.
 The shove described real property is not currently used for agricultural, timber or grazing purposes To protect the security of this trust deed, grantor agrees:

 To protect in preserve and maintain said property in good condition and repair;
 To romove or demolish any building or improvement therean; not to commit or the premits my waste of said property.
 To complete or restore promptly and in good and workmanlike manner any permits my waste of said property;
 To complete or restore promptly and in good and workmanlike manner any permits my waste of said property;
 To complete or restore promy and in good and workmanlike manner any permits my waste of said property;
 To complete or restore promy the constructed, damaged or destroyed therecon, and pay when due all costs laws, ordinances, regulations, covenants, conditions, and no.
 To comply with of pay for limg same in the proper public office or offices, as any may request of all lien searches made by filing offices or searching agencies as meas grant or any such insurance and continuously maintain insor damage by fire and such other hereficiary at least procure any such insurance and polices of insurance fails be delivered property and or any policy of insurance now or hereafter procure any such insurance and products to the beneficiary at least procure any such insurance and to deliver side policies of insurance shall be delivered property and the property in granter and and to a such ormal such insurance policy may be application to the expendition of any procure the same af grantor's expendition of any policy of insurance now or hereafter property and probant of beneficiary of no any realis to including the released

part thereof, may be released to grantor. Such application or release shall not come of 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 done there charges shall not come of the such notice.
5. To keep said premises free from construction done there charges become past property before any part of such taxes, assessments and other charges past of your taxes, assessments and other charges past of your taxes, assessments and other charges become past property before any part of such taxes, assessments and other charges become past property before any part of such taxes, assessments and other charges that may be tevied or assessed upon or against said other of mark hands the pay ment of any taxes, assessments and other charges become past of such taxes, assessments and other charges become past of the taxes, assessments and other charges that one you taxes, assessments and other charges the pay and to taxes, assessments and other charges become past of the taxes, assessments and other charges become past of the taxes, assessments and other charges by providing beneficiary may taxes, assessments and the pay moviding beneficiary may at its beneficiary that funds with which to make such payment, beneficiary may at its paragraphs 6 and 70 fhis trust deed s' it is added to and become a part of the day of the trust deed s' it do added to and become a part of the other assessments heredof, and the pay of the counts heredof as well as the grantor, shall be bound to the same extent that they are bound to the same extent that they are bound for the payment of the obligation herein descard by this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of tille well as the other costs and expenses of the strust including the cost of tills assessments and the pay and the strust the charge assessed as well as the other costs of the pay taxes.

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 moy appear, including evidence of title and foreclosure of this deed, to pay all costs and expenses, including evidence of title and beneficiary's or trustee's automey's fees provided, however, in case the suit is the beneficiary's or trustee's new powled, however, in case the suit is between the grantor and the beneficiary or ine trustee then the prevaling party shall be extitled to the atroney's fees therein described; the amount of attorney's fees 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.

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It is multually agreed that: R. In the event that any portion or all of said property shall be taken under the right of rminent domain or condemnation, beneficiary shall have the right, if it so right of rminent domain or condemnation, beneficiary shall have the right, if it so like the second state of the second state of the second state of the spectra taking, which are in create of the smound of the moving of the second state proceedings, shall be point to heneficiary about in the trial and applied to the spectra costs and expenses and the second beneficiary's request. Second the such action of the second hereby: and grantor agreet, all its own applied upon the independent to second hereby: and grantor agreet, all its own expense, to take such actions promptly upon beneficiary's request. 9. At any time and from time to time upon written request of beneficiary, geron for the payment of the indebtedness, trustee may (a) consent or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any

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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 granice in any reconveyance may be described as the "person or persons legally entitled thereto," and the reclind Trustee's fees for any of the services mentioned in this paragraph shall be not nestenander, beneficiary may at any time with 10. Upon any default by granical to result of the property of the services entoties, either in person, by definition of by a receiver to be apointed by a court, and due notice, either in person, by definition of by a receiver to the apointed by a court, enter upon and lake port and suid property or any part thereof, in its own may enter upon and lake poet the rents, issues and profits, including those part unpudd, and when the same, less costs and expenses of operation and collection, uncluding assonable attorney's fees subject to paragraph 7 hereof upon any including assonable attorney's fees subject to paragraph 7 hereof upon any including thereby, in such order as beneficiary may determine.

indebtedness secured hereby, 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, and not cure or waite any default or notice of default hereunder or invalidate and thore prosent to such notice. 12. Upon default by grantor in they render, the beneficiary may declare all sums described real property is current foreclose this trust deed in equity, as a mortgage to the beneficiary may proceed out of the sumset of the or operating purposes, the beneficiary and protection foreclose this trust deed in equity, as a mortgage to the beneficiary may proceed to direct the trustee to foreclose this trust advertishered to require the datter event the beneficiary or the trustee do advertishered and property to satisfy the obligations secured hereof on the state advertishered and property to satisfy the obligations secured hereof on the state advertishered and property to satisfy the obligations secured hereof on the state and couse to all property to satisfy the obligations secured hereof on the state and the state and proceed to foreclose this trust deed in equility and the state and trustee do and couse to all property to satisfy the obligations secured hereof on the state and the mean of proceed to foreclose this trust deed in the manner provided in ORS/86.740 to R. J. Should the beneficiary elect to foreclose by advertisement and we then the state of the state of the state the manner provided in ORS/86.740 the state of the state of the state of the state of the manner provided in order the manner the state of t

law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 to 86.75. 13. Should the beneficiary elect to foreclose by advertisement and sule then after default at any time prior to five days before the date set by the trustee for the beneficiary of the trust deed and the obligation secured thereby (including costs under the terms of this successors in interest, respectively, the entire anomal then day and expenses of the successors in interest, respectively, the obligation and rustees and expenses of the successors of the terms of the obligation and rustees and attorney's fees not exceeding 550 each other than such portion of the principal as would not all foreclosure proceedings shall be dismissed by the trust end and as would not all foreclosure proceedings shall be dismissed by the trusteme and place and the the sale shall be held on the date and appropring either in one designated in the notice of sale. The trustem any set said property either in one higher that the interest is and the the trustement of sale. The property so sold, but without any covenant or warmany, express or more the trustements there of any matters of fact shall be conclusive proceeding the gravity may be possible to the might be conclusive proceeding the gravity and property so sold, but without any covenant or warmany, express or mine trustees there of Any person matters of fact shall be conclusive proof of the trustees there of Any person secluding the trustee, sells burguant to the powers provided herein, trustee shall as the trustee sells burguant to the powers provided herein, trustee shall

matters of jact statu de conclusive proof of the trustylantes interoj. Any person, excluding the trustee, but including the grantor and beneficiary, may person, all. J. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of [1] the expense of sale, including the compensation of od by the trust deed, [3] to all persons basing rended is any subsequent of the interest of the trust deed is the interest may subsequent of the interest of the trust deed (4) the surplus if any, to the grantor or to support in the order of their priority and [4] the surplus if any, to the grantor or to appear in the order of their priority and [4] the surplus if any, to the grantor or to a nuccessor for initerest entitled to such surplus. It is 16. For any reason permitted by law beneficiary may from time to time appoint a nuccessor for successor to any trustee named rein or to any successor trustee appointed hereunder. Upon such append with all title, powers and duties confirment abstitution shall be made and its place of proore appointent here to this accessor in the start of the successor provide of any excessor for any mobility of the Cart of the provide of proore appointent or to be appointed hereunder. Each such appoint of the of the Cart of the successor for any trustee to the property is situated, shall be conclusive proof of proore appointents of the successor in 17. Trustee accessis this trust when this deed, day executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any proceeding in which grantor, bereficiary or trustee shall be a party unless 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 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. NOTE:

end that he will warrant and forever defend the same against all persons whomsoever. OBIO TRUNT The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)^a primarily for grantor's personal, tamily, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural persoh) are for business or commercial purposes other than agricultural purposes. purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-personal representatives, successors and assigns. The term beneficiery shall mean the holder and owner, including pledgee, of the tract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the scaling gender includes the temining and the neuter, and the singular number includes the plural. tors. contr. 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 and the 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. 11 21 7 * 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. Corona 11 Marjørie Thuesen, witness (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF STATE OF_ County of) ss. . County of ..., 19..... Personally appeared the above named Personally appeared each for himself and not one for the other, did say that the former is the and the secondand acknowledged the foregoing instrupresident and that the latter is the ment to be voluntary act and deed. secretary of..... and that the seal affized to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half 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: Before me: (OFFICIAL SEAL) Notary Public for _ My commission expires: Notary Public for (OFFICIAL My commission expires: 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 the undersigned is the legal owner and noticer of all machinestics secured by the toregoing fluer about our 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. Mail reconveyance and documents to ... DATED Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both a e delivered to the trustee for cancellation before rec TRUST DEED tes will be STATE OF OREGON \$8. County of I certify that the within instrument was received for record on the Grantor at o'clock M., and recorded in book On page SPACE RESERVED or as file/reel number ... Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO henra , er j Title By Deputy

٦	CAT. NO. NN00634 TO 21950 CA (1-83)	
((Witness-Individual) STATE OF CALIFORNIA	M TICOR TITLE INSURANCE
	COUNTY OF Los Angeles	ss.
	On March 31, 1987	
	said State, personally appeared	before me, the undersigned, a Notary Public in any fo
	be such by the oath of a gradity	ame is subscribed to the within Incomment
		ame is subscribed to the within Instrument, or proved to personally known to me, as being the subscribing Witnes
	Los Angeles County	
	and that said witness was present and saw made	
	personally known to said witness to be the same per described in and whose name is subscribed to the wi	CIPICIAL SEAL
	name to the within instrument and with	s/her LOS ANGELES COUNTY
	WITNESS my hand and official seal.	My comm. expires JUL 1, 1988
	Signed	
	and the second	(This area for official notarial seal)
		and the second

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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Filed for re	cord at required April	A.D., 19 87 at 10:39 o'clock A M., and duly recorded in Vol M87	
FEE	\$13.00	Evelyn Biehn, County Clerk	
	·····	By Am the	