

37 AUG 13 - PM 4 21

THIS TRUST DEED IS SECOND AND INFERIOR TO THAT CONTRACT OF SALE DATED SEPTEMBER 11, 1976, IN FAVOR OF RICHARD B. KOPPEL

not sooner paid, to be due and payable _____ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if 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 written consent or approval of the lender, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity of the obligations herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural purposes.

To protect the security of this trust deed:

1. To protect, preserve and maintain the same in good and repair; not to alter, change, remove or destroy the same;

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 deem desirable by the companies acceptable to the beneficiary, from time to time, for policies of insurance for the full insurable value of the buildings, the grantor shall be delivered with loss payable to the beneficiary, in full, said policies shall fail for any reason to the beneficiary, written in and to the beneficiary, the beneficiary may procure any such insurance; if any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same or hereafter placed on said buildings under any life or other insurance policy, prior to the expiration of the term of the policy, the beneficiary may determine the indebtedness of the grantor's expense.

[illegible]

7. In the event the beneficiary or trustee, or any other person purporting to act as the beneficiary or trustee in this deed, shall attempt to recover any amount of attorney's fees mentioned in this paragraph 7 in all cases shall be the duty of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. It is mutually agreed that:

a. In the event, the beneficiary or trustee's attorney, or any other person purporting to act as the beneficiary or trustee in this deed, shall attempt to recover any amount of attorney's fees mentioned in this paragraph 8 in all cases shall be the duty of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

to pay all reasonable costs incurred by Grantor in such proceedings, and attorney's fees necessarily paid or incurred by it in the trial and appellate courts, and the balance applied upon the indebtedness of Beneficiary in such proceedings, and execute such instruments as shall fit.

9.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney at law or a savings and loan association authorized to do business under the laws of Oregon.

[illegible][illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said sale may be in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder and shall deliver to the purchaser its deed, payable to the purchaser if the property so sold, but without recital of the time of sale of the parcels at the sale. The recitals in the deed shall not exceed the amounts provided

16. Beneficiary may from time to time receive proceeds to the extent of the sale, but including the compensation of sale to payment of (1) the expenses herein, trustee having recorded liens subsequent to the trust deed, (2) to all persons surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

17. Trustee accepts this trust when this deed, duly executed and acknowledged by the grantor, shall be duly recorded in the public records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

trust company
authorized to insure title to real
estate agent licensed under ORS 696.505 to 696.585.

8. If all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, 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 reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney or savings and loan association authorized to do business under the laws of Oregon or property of this state, its subsidiaries, affiliates, agents or branches, the United States or

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 unrecorded Contract of Sale in favor of Richard R. Kopczak

and that 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.

* 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 as 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; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

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

STATE OF CALIFORNIA
County of Los Angeles } ss.
August 7, 19 87

Personally appeared the above named

Irene Contreras
and
Richard Contreras

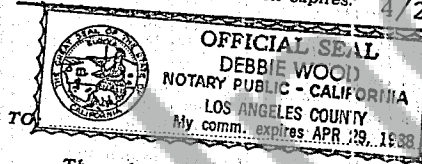
and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for California

My commission expires: 4/29/88



STATE OF OREGON, County of } ss.
19

Personally appeared

and
duly sworn, did say that the former is the who, each being first
president and that the latter is the
secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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. Mail reconveyance and documents to

DATED:

19

Beneficiary

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

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of } ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/tile/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

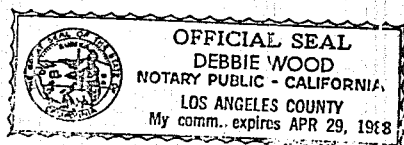
NAME

TITLE

By Deputy

14617

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES



} ss.

On this 7th day of August, in the year 1987,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Irene Contreras and Richard Contreras

(or proved to me on the basis of satisfactory evidence) to be the persons whose names
are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233CA-LA—Rev. 5-82
©1982 WOLCOTTS, INC. (Print in 5-2)

STATE OF OREGON,

County of Klamath

} ss.

BE IT REMEMBERED, That on this 13th day of August, 1987,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named STEVEN D. SHOCKEY and IRENE SHOCKEY, husband and wife

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]

Notary Public for Oregon.

My Commission expires 7/23/89

GENERAL ACKNOWLEDGMENT
Form No. 6-16

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 13th day of August A.D., 1987 at 4:21 o'clock P. M.
and duly recorded in Vol M87, of Mortgages on page 14615

Fee: \$ 13.00

EVELYN BIERN, COUNTY CLERK

by: *[Signature]* Deputy