

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 R. KOSMAN

The above described real property is not currently used for agricultural, timber

[illegible][illegible]

as compensation for effects, to require that all or any portion of said property shall be taken to pay all reasonable costs, expenses and attorney's fees which are in excess of the amount payable insured by grantor in such proceedings, and attorney's fees necessarily paid or required to be paid by it up to the trial and appellate courts, costs and expenses incurred hereby; and grantor agrees, at its own expense, to defend and execute such instrument.

[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 and the time to which said sale may be postponed in one parcel or in separate parcels. The trustee may sell said property either in auction to the highest bidder for cash and shall sell the parcel or parcels at the property to the purchaser its deed, payable at the time of sale of the property so sold, but without any interest on the sale price of the property. The recitals in this deed shall be true and correct.

16. Beneficiary may from time to time appoint a successor or successors under. Upon such appointment and without, (3) to all persons upon any trustee hereinafter named and without, (4) the

...proper appointment  
...in  
...is made a public record as provided by law. Trustee is not  
...to notify any party hereto of pending sale under any other deed of  
...or of any action or proceeding in which grantor, beneficiary or trustee  
...shall be a party unless such action or proceeding is brought by trustee.  
...  
...who is an active member of the Oregon State Bar, a bank  
...or the United States, a title insurance company,  
...or any agency thereof, or an insurance company.

incurred by reasonable costs, taking, which are any portion of the beneficiary shall have the  
incurred by the grantor in such expenses and attorney's fees in excess of the monies payable  
applied by it first upon any reasonable costs and expenses necessarily paid or  
both in the trial and appellate courts, shall be paid to beneficiary and  
liability in such proceedings, and the balance applied upon the indebtedness  
secured hereby; and grantor agrees, at its own expense, to take such actions  
and execute such instruments as shall be necessary in obtaining such com-  
pensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of bene-  
ficiary, 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, 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 or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.  
property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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

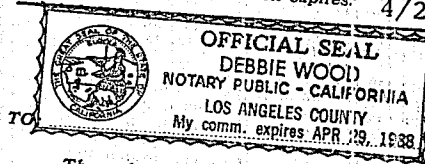
and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for California

My commission expires: 4/29/88



#### 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.

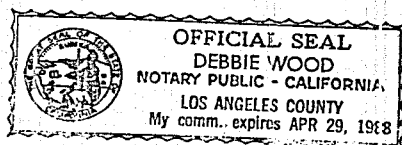
NAME

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 2115-2)

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