

TRUST DEED

28th day of July

ALTON B. DAVIS

WITNESSETH:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE
FOURTEEN THOUSAND FIVE HUNDRED AND NO/100

...Dollars, with interest thereon according to the terms of a promissory note, to-wit: payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

... at maturity of Note 19.

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

1. To protect, preserve and maintain said property in good condition

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by the contractor, and to pay all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute and deliver such financing statements pursuant to the Uniform Commercial Code, and to pay for filing same in the

4. To provide and continuously maintain insurance on the buildings or hereafter erected on the said premises against loss or damage by fire or hereafter erected on the said premises may from time to time require in

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

6. To pay all costs, fees and expenses of the trust including the cost of title search as well as the other costs and expenses of the trustee in carrying out this obligation on and trustee's and attorney

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 action or proceeding in which the beneficiary or trustee may appear, including this deed, to pay all costs and expenses, including reasonable attorneys' fees, actually incurred.

It is mutually agreed that:

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note and endorsement (in case of full reconveyances, for cancellation), without affecting the right of the beneficiary to the payment of the indebtedness, trustee in full discharge of its duty shall deliver to the beneficiary the original of this deed and the note and endorsement.

ing; any easement or creating any restriction thereon; (c) join in any
ordination or other agreement affecting this deed or the lien or charge
of the property, without warranty, all or any part of the property. The

10. Upon any default by grantor hereunder, beneficiary may at any time, without notice, either in person, by agent or by a receiver to be appointed by the court, and without regard to the adequacy of any security provided by grantor, cause the principal sum of the loan to be paid, together with interest thereon, in full, and the principal sum of the loan shall be not less than \$5,000.

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, or the payment of awards for any taking or damage of the

12. Upon default by grantor in payment of any indebtedness secured by or in his performance of any agreement hereunder, time being of the essence, the beneficiary may

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, any other person so privileged by ORS 86.753, may cure the default.

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 property either in parcels or in bulk.

15. When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) compensation of the trustee and a reasonable charge by trustee for all services rendered by trustee, and (3) the balance of the proceeds shall be distributed to the grantor and beneficiary, may purchase at the sale.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, and without conveyance to the successor trustee, appointment, and without conveyance to the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is

NOTES: The Joint Deed Act provides that the trust hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or insurance company authorized to insure title to real property under the laws of Oregon or the United States, a title insurance agent licensed under ORS 696.505 to 696.510, or a title insurance company licensed under ORS 696.510 to 696.515.

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

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 or household purposes (see Important Notice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 use Stevens-Ness Form No. 1319, 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 OREGON,

County of Klamath

This instrument was acknowledged before me on July 29, 19 88 by

Alton B. Davis

Notary Public for Oregon

My commission expires 7-23-89

STATE OF OREGON,

County of

This instrument was acknowledged before me on 19 , by

as

of

Notary Public for Oregon

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 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 & ESCROW, INC.
Collection Dept.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of

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/file/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

EXHIBIT "A"

The Southerly 40 feet of Lots 4 and 5, Block 7, CANAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Beginning on the Northerly line of 9th Street at the Southeast corner of Lot 5, Block 7, CANAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence Northeast along the Northwest line of alley 45.6 feet, more or less, to the most Easterly corner of Lot 4; thence in a Northwest direction along the lot lines between Lots 3 and 4, Block 7, 40 feet; thence in a Southwest direction along a line which is parallel and 40 feet distant from the Northwest line of aforementioned alley to its intersection with the Northerly line of 9th Street; thence in a Southeast direction along the North line of 9th Street to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.
of July A.D., 19 88 at 4:19 o'clock P.M., and duly recorded in Vol. M88
of Mortgages on Page 12226

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Mullins