as Grantor, Harris I Line a factor, five, All Okegon Computation THOMAS. A. SINS AND BONNIE SIMS, husband and wife, with full rights of Survivorship, as Trustee, and Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property All that port on of Lot 9, Block 5, MIDLAND, lying Easterly of the right of Way of U.S. Highway No. 97 and all of Lots 10, 11, 12, 13, 14, and 15, Block 5, MIDIAND, EXCEPTING therefrom that portion conveyed for right of way of U.S. Highway No. 97. THIS TRUST LEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED INFERIOR AND JUNIOR TO THE THREE EXISTING CONTRACTS OF SALE, NOW RECORDED AS LIENS ON THE ABOVE DESCRIBED PROPERTY. SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF. together with all and singular the tenements, hureditaments and appurtenances and all other rights thereunto belonging or in anywise new or hereafter appertaiting, and the rents, itsues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of STATY NINE TFORSAND FIVE HUNDRED FIFTY AND NO/100- Δ sum of SIXTY NINE TEDUSAND FIVE HUNDRED FIFTY AND NO/100note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable at maturity of Note 19 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 of alterated by this instrument, irrespective of the maturity dates expressed therein, or the become immediately due and payable. To protect the security of this trust deed, drantor adress. herein, shall become immediately due and payable. To protect the security of this trust deed, drantor adrees: To protect the security of this trust deed, drantor adrees: To protect previe and mitiatin and property in dood condition and the commit or permit any of denolish any building or improvement the not to commit or permit any of denolish any building or improvement the intervent of the permit and the security and the contrast of the manner building or method property in dood and workmanlish destroyed thereon at pay there the all costs incurred therefore, there and pay when the all costs incurred therefore, there are sufficient with all have, or humanes, resultations covenants, conti-cial Code studies attenting such financing statements pursuant beneficiary so requests. the section of the section and the pay of the section of all first searches much proper public the or searching agensies at may be deemed desirable by the beneficiary to provide and continuously traintain insurance on the buildings instrument, irrespective of the maturity dates expressed therein, or function any elsement or cleating any restriction thereon: (c) join in any distingtion or other admentant allocting this deed or the lies or inhibit thereot, in the control of the transment allocting this deed or the lies or inhibit thereot, and the recenter of any the description of the property of the property of the transment of the recenter, without warranty, all or an environment of the property of the property of the transment of the property of the property of the transment of the property of the transment of the property char Code as the beneficiary may require and to pay for thing same in the by filling offices or searching agencies a may be deemed searches made beneficiary. A To provide and continuously evaluative description by the new or hereafter erected on the said part has a distributed and the building and such other hearns a the said part has a distributed and the building an amount not less than s the beneficiary in the said from time to the building an amount not less than s the beneficiary in the said the building an amount not less than s the beneficiary in the said the building an amount not less than s the beneficiary in the said the building offices of insutance should be delivered to the bureficiary as son a insured in the deniver of the beneficiary in the said between the deliver of insutance should be delivered to the bureficiary as son a insure offices of insutance should be delivered to the bureficiary as son a insure the deliver of the any reason to construct any such as insure and in the deniver of the same the statistical back beneficiary any deliver of insutance now or beneficiary in as be apolied by admini-tion of any policy of insurance now or beneficiary in a beneficiary any deliver of a policy of the same statistic anound so collected and thereof, may be relived to train such application or releases and of the construction of a control of the such application or releases and at the part three of a part of the tark application or releases and at the part three shall relive the same the such or availed by anon of our of way be added to any part of the tark shalled by dannor induced and the manuely bound and part to the back banded of any data and the manuely bound and part of the data strate of a strate of any of the and the manuely bound and the same of the tark shalled by dannor in the source of additions decided in an atraph 6 and 7 and the and the manuely deliver of any right areas at fort that have as all other and the manuely deliver of any right areas at for that anot seered is thered and no p of file search as well as me only included in a connection with or in enforcing this oblikative and trustee's and attorneys in connection with or in enforcing this oblikative and trustee's and attorneys. The appear in and delend any action or proceeding purporting to action or proceeding in which the beneficiary or trustee and the and static and such as a suit for the lorent which the beneficiary or trustee and the appear, including evidence of title and the beneficiary or trustee and the appear, including evidence of title and the beneficiary or trustee and the expension amount of atterneys have mentioned in the set trustee's and expension by the trust and in the event on an appeal from all cases shall be perfect to the the the trust and in the event of an appeal around is the appeal. It is nustually agreed that: and expenses actually incurred in enforcing the obligation of the trust deed to be there with trustees and attorney's less not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and there disjuncted in the notice of sale or the time to which said sale many acting the sale shall be held on the date and at the time and in one parcel or in separate the date in the trust of sale. Thus, shall deliver to the purchaser in deal norm as required by law conversion of the trustees and between the date in the parcel or parcels the property so sold, but without any covenant or equired by law conversion of the truthulines thereoil, any person, excluding the hall be conclusive prod-tion and beneficiary, may person, excluding the frustee but including the property so sold, but without any covenant of the frustee but includes of the truthulines thereoil, any person, excluding the frustee but including the property so sold sale varies of and e frustee, but including the data beneficiary, may person, excluding the frustee but including the properties of sale to payment to the powers provided herein, trustee cluding the proceeds of sale to payment of (1) the but resters of the and entire the sale with a with the interest of the frustee by trustees having recend the data way person with the interest of the frustee by trustees surplus, if any the ball and a reasoning charge by trustees to the Reading the Reading of the but is successed in the trust at the solution of the but is successed in the sale. It is mutually agreed that: 8. In the event that any portion or ill of aid property shall be taken under the right of entirent duratin or condennation, beneficiary shall he taken with the right of entirent duratin or condennation, beneficiary shall he taken it so ticks to require that all or any prior of the annum (with the to proper the right of entirent here all or any prior of the annum (with the to proper the right of the start of the annum (with the to proper the start of the start of the start of the annum (with the to proper the start of the start of the start of the start of the applied by Reator in such typesses and altern with the start of the applied by Reator in such typesses and altern of the start of the start applied by Reator in such typesses and altern of the start of the applied by Reator in such typesses and altern of the start of the applied by Reator in such typesses and altern of the start of the applied by Reator in such typesses and altern of the start of the start incurred by Reator in such typesses and the balance applied upon incurred by Beness and execute by ind granice alterns is shall be recessarily in take such colors 9. At an interments is shall be recessarily in the start come "the symmetry of its fees and presents to time upon visitor request of beness multivent in the field of the start (fary, paymetri of its fees and presents of the start of the start of the start of the start (a) consent to the making of any map or pix of wide property; (b) on in surplus, if any to the grands of to his successful in interest entitled to such surplus. To Eventicity may four time to time appoint a successor or success under. Upon such appointment, and without concervance to the successor trustee, the latter shall be vested with all title, powers and to the successor and substitution shell be reade by written becomes. Each such appointed here which, when revealed in the merigan instrument events such appointed which, when revealed with be conclusive proof of proper appointment which when revealed, shall be conclusive proof of proper appointment which when revealed in the merigan when this deed, duly executed and the trustee state applies this trust when this deed, duly executed and obligated to nextly my party hereto of pending such trustee is not read or any action or proceeding in which drants, and trustee, and shall be a party unless such action or proceeding is brought by trustee. The Trust Died Act provides that the muster herrinder must be eith an alterney, who is an active member of the Oregan State Bar, it bank, trust company has and loan association activersed to do busines und if the laws or Oregan or the tinted States, a title insurance company authorized to insure title to real 7 of this state, its subsidiaries, altiliares, agents or branches, the United States or any agency thereof, or an escow agent licensed under ORS 696,505 to 695,585.

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, between

THIS TRUST DEED, Made this'S 18th day of August REBECCA WHITNEY and CHEVE In Stately not as tenants in common but with ACDEM THATE & FECCEDIN INC AN OPERATION

ASPEN 02032524 ALL-INCLUSIVE TRUST DEED

881.

FORN Trust Died Series-TRUST DEED. 90535

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jan (ale and a second s second second s second second seco			1346
The grantor covenants and egrees to fully seized in fee simple of said described re	and with the beneficiary and eal property and has a vol-	nd those claiming under him,	that he is law-
Those three Contracts of Sale			
and that he will warrant and forever defend	d the same against all pers	ons whomsoever	
The grantor warrants that the proceeds of the (a)* primarily for grantor's persona', family o (b) for an organization, or (even if grantor i	r housebold nurnoses (see Inno.	dont Nating hal	e:
This deed applies to, inures to the benefit of personal representatives, successors and assigns. The	and binds all parties hereto, the	eir heirs, legatees, devisees, admini	
secured hereby, whether or not named as a beneficia gender includes the 'emirine and the neuter, and the IN WITNESS WHEREOF, said gran	ry herein. In construing this dee singular number includes the plu	d and whenever the context so requiral.	ires, the masculine
* IMPORTANT NOTICE :Delate, by lining out, whichever wa not applicable; if warranty (a) is applicable and the benef as such word is defined in the Truth-in-Lending Act and	Regulation 7 the	beca estations of	
beneficiary MUST comply with the Act and Regulation by disclosures; for this purposy use Stevens-Ness Form No. 13 If compliance with the Act is not required, disregard this n	y making required	·	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)			
STATE OF OREGON,)	STATE OF OREGO	№,)	
County of Klamath	ss. County of) ss.	
This instrument was acknowledged before me August	e on This instrument was a	acknowledged before me on	
Rebecca Whitney and Gais-Ir.	as	· · · · · · · · · · · · · · · · · · ·	· · · · ·
	of	· · · · · · · · · · · · · · · · · · ·	· ·· ··· ··· ··· ··· ···
Notary Public for Ord	egon Notary Public for Oreg	ion	
(SEAL) P INF canimission expires:	My commission expire		(SEAL
15050		······	
To be	REQUEST FOR FULL RECONVEYANCE used only when obligations have been	, Paid.	
то:			
The undersigned is the legal owner and holder trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute, to cancel all herewith together with suid trust deed) and to reconve estate now held by you under the same. Mull reconve	ereby are directed, on payment t evidences of indebtedness securely, without warranty, to the pa	to you of any sums owing to you u red by said trust deed (which are	nder the terms o delivered to you
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	e will be made.
TRUST DEED		STATE OF OREGON,	} ss.
(FOR/A N.C. 881) STEVENS MCSS LAW PUB. C.N. PONTLAND, DRE		County of Desertify that the wit	
		was received for record on	the day
		of o'crockM	
Grantor	SPACE RESERVED	in book/reel/volume No.	
······································	FOR RECORDER'S USE	page or as i ment/microtilm/reception	No,
		Record of Mortgages of se Witness my hand	
AFTER RECORDING RETURN TO		County affixed.	
••		NAME	TITLE
		By	

13461

Exhibit "A"

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS FOURTH AND SUBORDINATE TO THE THREE CONTRACTS OF SALE PRESENTLY RECORDED ON SALD PROPERTY. THOMAS A. SIMS AND BONNIE SIMS, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, FIL PAYMENTS DUE UPON THE SALD THREE CONTRACTS OF SALE, AND WILL SAVE TRUSTORS HEREIN, REBECCA WHITNEY, HARMLESS THEREFROM. SHOLD THE SALD BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SALD PRIOR CONTRACTS OF SALE, TRUSTOR HEREIN MAY MAKE SALD DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL BHEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEFED.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Tit		
of A.D., 19 88 at1	L2:18 o'clock P.M., and duly recorded in Vol. M88	
of Nortigaties on Page13459		
FEE \$18.00	Evelyn Biehn County Clerk	
FRE 910.00	By Dauline mullinalau	

Riti appen Sitte & Excavei