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Vol. 188 Page 13882

Aspen #02032425

OREGON HOUSING AGENCY
STATE OF OREGON

TRUST DEED

THIS TRUST DEED is made this 26th day of August, 1988, between Klamath County, a subdivision for the State of Oregon, the Grantor; Aspen Title and Escrow, Inc., the Trustee; and the State of Oregon by and through the Oregon Housing Agency, having its principal office at 1600 State Street, Suite 100, Salem, Oregon 97310, the Beneficiary.

RECITALS:

Grantor is the owner of the tract(s) or parcel(s) of land (hereinafter referred to as "Land") located in the County of Klamath, Oregon, described in Exhibit A attached hereto and by this reference made a part hereof; together with (i) all buildings, structures, and other improvements now or hereafter erected on the Land, and (ii) all fixtures of every description now or hereafter found or used upon or appurtenant to the Land or any improvement thereon; and (iii) all hereditaments; easements; appurtenances; rents; issues; profits; proceeds; royalties; mineral, oil, and gas rights; and all other interests now and hereafter pertaining to the Land or any improvement or fixture thereon (all of the foregoing together with the Land, are hereinafter referred to as the "Property").

Beneficiary has agreed to lend Grantor, and Grantor has agreed to borrow from Beneficiary, the sum of \$80,394 upon the terms and conditions set out herein and in a Trust Deed Note (the "Note"), and Loan Agreement ("Agreement") dated concurrently with this Trust Deed with final payment due on August 15, 2017, which is the maturity date of this Trust Deed. Grantor has agreed to deed to Trustee the Property to secure punctual payment of the Note and any other indebtedness owing by Grantor to Beneficiary and to secure performance of all of Grantor's obligations under the Note, under this Trust Deed, under the Loan Agreement, and under any other instruments evidencing an indebtedness of Grantor to Beneficiary.

THEREFORE, to secure payment by Grantor of the indebtedness to be evidenced by the Note in strict accordance with its terms, including payment of interest thereon and payment of any prepayment penalty for which provision is made in the Note and Agreement, and performance by Grantor of the covenants contained herein and in the Note and Agreement by it to be performed, and to secure payment of any other indebtedness of Grantor to Beneficiary which arises directly or indirectly out of the Note or this Trust Deed, Grantor hereby grants, bargains, sells, and conveys to the Trustee, in trust, with power of sale the Property and presently assigns the rents, revenues, income, issues, and profits therefrom to Trustee, its successors and assigns, upon the terms set forth herein.

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PROVIDED, HOWEVER, that until the occurrence of an event of default, as stated in the Trust Deed Note, this Trust Deed, and Loan Agreement, Grantor may remain in control of and operate and manage the Property and collect and enjoy the rents, revenues, income, issues, and profits therefrom; and

PROVIDED FURTHER, that if Grantor shall make all payments for which provision is made in the Note in strict accordance with the terms thereof and shall perform all of the covenants contained herein, and shall make all payments due on any other indebtedness and shall perform all of the covenants contained in the Note, Agreement, and this Trust Deed, the Trustee shall execute and deliver to Grantor, without warranty, a reconveyance of the Property.

Grantor warrants and covenants that either Grantor is lawfully seized in fee simple of the Property which is real property; and Grantor has the right and power to grant or convey the Property; and that the Property is free from all liens, security interests, and encumbrances, except those enumerated in the ALTA title insurance policy approved by and issued for the benefit of Beneficiary; that Beneficiary shall quietly enjoy and possess the Property; that Grantor will defend Beneficiary's and Trustee's rights hereunder against all claims, whether now existing or hereafter arising; and that all buildings, improvements, and fixtures now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land except as otherwise indicated on the title insurance policy issued to Beneficiary at the time this Trust Deed is recorded.

Grantor further covenants and agrees as follows:

1. Note. Grantor will comply with those obligations and duties set out in the Note, which document is incorporated into this Trust Deed by this reference as fully as if set out verbatim herein.
2. Loan Agreement. Grantor will comply with those obligations and duties set out in the Loan Agreement, which document is incorporated into this Trust Deed by this reference as fully as if set forth verbatim herein.
3. Payment of the Note. Grantor will make all payments of the interest and principal for which provision is made in the Note, and in any note or notes given in renewal or replacement thereof, promptly as such payments become due and payable and will pay the unpaid balance of the Note, if any, upon maturity.
4. Payment of Taxes and Assessments. Grantor will pay, before a fine or penalty might attach for nonpayment thereof, all taxes and assessments and all other charges and encumbrances whatsoever levied upon or assessed, placed, or made against the Property. Grantor will promptly deliver to Beneficiary or its assignee any receipts for the payment of such taxes, assessments, and other charges.

5. Use, Maintenance, and Alterations. Grantor will not permit or suffer the use of any of the Property for any purpose other than the use set out in the Loan Agreement. Grantor will keep the buildings and other improvements now or hereafter erected on the Land in good repair and condition, ordinary depreciation excepted. Grantor will not commit or permit waste, nor alter the structural character of any building now or hereafter erected on the Land without the prior written consent of Beneficiary, nor do any act or thing which would unduly impair or depreciate the value of the Property, nor abandon the Property. In the event of the failure of Grantor to keep the buildings or other improvements in good repair, Beneficiary may make such repairs at Grantor's expense as in Beneficiary's sole discretion it may deem necessary for the proper preservation thereof, and any and all sums paid for such repairs shall bear interest from the date of payment at the rate specified in the Note, shall be due and payable by Grantor on demand, and shall be fully secured by this Trust Deed. Grantor will not remove from the Land any fixture or personal property included in the Property unless the same is immediately replaced with like property of at least equal value and utility also subject to the lien and security interest of this Trust Deed. Grantor shall notify Beneficiary of any such replacement within 10 days of making the replacement. Grantor will comply with all present and future laws, ordinances, regulations, and requirements of any governmental body applicable to the Property and to the occupancy and operation thereof.

The Property is not currently used for agriculture, timber, or grazing purposes, will be used to provide housing for elderly and disabled persons, and will not in the future be used for any purpose which would result in the loss of federal tax exemption of the obligation issued by the Beneficiary to finance the loan evidenced by the Note.

6. Beneficiary's Right to Enter and Inspect. Grantor will permit Beneficiary, and its agents, to enter upon the Property at all reasonable times to inspect the Property.

7. Compliance with Governmental Requirements. The improvements made and to be made upon the Land, together with all plans and specifications, comply with all municipal ordinances and with any interim or final comprehensive land use plan in effect; and all rules of the applicable fire rating or inspection organization, bureau, association, or office which are now applicable and, if necessary, such improvements, plans, and specifications will be made to comply with applicable ordinances, plans, and rules which may hereafter become applicable.

8. Protection of Property from Liens. Grantor will keep the Property free from all liens, whether superior or subordinate to this Trust Deed, unless Beneficiary has given its prior written consent thereto. Upon written demand of Beneficiary, Grantor will promptly pay and procure the release of any lien, whether arising before or after the execution of this Trust Deed, which in any way may, in the judgment of Beneficiary, impair the security of this Trust Deed.

9. Beneficiary's Option to Pay. In the event of Grantor's failure to pay any sums provided for in this Trust Deed, Beneficiary, at its option, may pay the same. All sums paid by Beneficiary and any sums which Beneficiary may advance to pay insurance premiums shall be added to the indebtedness and shall bear interest from the date of payment by Beneficiary at the rate specified in the Note, shall be due from and payable by Grantor on demand, and shall be fully secured by this Trust Deed.

10. Insurance. Effective at the time of closing on any land and/or building purchase approved by the Beneficiary, Grantor shall maintain fire and extended coverage insurance with vandalism and malicious mischief endorsements on the property and improvements in the amount of the full replacement value thereof. Grantor shall maintain public liability and property damage insurance with limits of not less than: \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence; \$100,000 to any claimant for all other claims arising out of a single accident or occurrence; \$300,000 for any number of claims arising out of a single accident or occurrence. If self-insured, Grantor, in accepting this agreement, certifies that its self-insurance guarantees coverages at a minimum of the amounts specified above. If the Grantor discontinues its self-insurance program, Grantor shall notify the Beneficiary immediately, and furnish the Beneficiary as its interest may appear with certificates evidencing all required insurance coverage. Those certificates will name the Beneficiary as additional insured, and will contain an agreement that the coverage will not be cancelled or diminished without 30 days' advance notice to the Beneficiary.

In the event of loss, Grantor shall immediately notify Beneficiary, which may make proof of loss if it is not made promptly by Grantor.

Insurance proceeds shall be paid directly to Beneficiary which may deal directly with any insurance company. If Beneficiary by reason of such insurance receives any money for loss or damage, such amount may, at the option of Beneficiary, either: (i) be retained and applied by Beneficiary toward payment of all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Beneficiary is impaired, or (ii) be paid over wholly or in part to the Grantor upon such conditions as Beneficiary may determine for the repair of buildings or improvements located on the Property or for the erection of new buildings or improvements in their place or for any other purpose or object satisfactory to Beneficiary. If Beneficiary elects to pay all or a portion of the insurance proceeds to Grantor, Beneficiary shall not be obligated to see to the proper application of any amount paid to Grantor.

11. Beneficiary's Right to Cure. If Grantor fails to perform any of the covenants and agreements contained in this Trust Deed or if any action or proceeding is commenced which does or may adversely affect the Property or the interest of Grantor or Beneficiary, or the title of Grantor, then Beneficiary, at Beneficiary's option, and without waiving other remedies,

may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as Beneficiary deems necessary to protect Beneficiary's interest. If any insurance policy required hereunder shall lapse, Beneficiary shall be entitled to obtain such insurance as Beneficiary deems necessary for the protection of the Property, and Grantor shall be obligated to pay the premium therefore. Grantor irrevocably authorizes and empowers Beneficiary to enter upon the Property as Grantor's agent, and in Grantor's name or otherwise, to perform any and all covenants and agreements to be performed by Grantor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim, or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Beneficiary under the provisions hereof, and any such subrogation rights contained in this paragraph shall not require Beneficiary to incur any expense or do any action hereunder, and Beneficiary shall not be liable to Grantor for any damages or claims arising out of action taken by Beneficiary pursuant to this Section 11. Any amount disbursed or debts incurred by Beneficiary pursuant to this Section 11, including, but not limited to, reasonable attorneys' fees as allowed by statute, with interest thereon at the rate provided in the Note, shall become additional indebtedness of Grantor, payable upon demand, and shall be secured by this Trust Deed.

12. Condemnation. Grantor hereby irrevocably assigns to Beneficiary any award or payment which becomes payable by reason of any taking of the Property, or any part thereof, either temporarily or permanently, condemnation or other eminent domain proceedings or by reasons of sale under threat thereof, or in anticipation of exercise of the right of condemnation or other eminent domain proceedings. Grantor will immediately notify Beneficiary of such proceedings of which it has knowledge. Grantor will file and prosecute in good faith and with due diligence what would otherwise be its claim in any such award or payment and will cause the same to be collected and paid over to Beneficiary, and Grantor irrevocably authorizes and empowers Beneficiary, in the name of Grantor or otherwise, to file, prosecute, settle, or compromise any such claim and to collect, receipt for, and retain the same. The proceeds of the award or payment may be released to Grantor after deduction of all reasonable costs and expenses, including attorneys' fees, which may have been incurred by Beneficiary in the collection thereof, or may be applied, at the sole discretion of Beneficiary, to restoration of the Property or to the reduction of the indebtedness secured hereby, without regard to whether the security of Beneficiary is impaired.

13. No Discrimination. So long as this Trust Deed and the Note secured hereby are held by Beneficiary, Grantor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Property on the basis of race, creed, color, religion, sex, marital status, national origin, or status with regard to public assistance or local residency, except as provided by law.

14. Security Agreement. This Trust Deed shall constitute a security agreement with respect to any fixtures attached to the Property to secure all indebtedness and obligations secured by this Trust Deed and all

future advances and all future indebtedness and obligations of Grantor to Beneficiary. This Trust Deed shall also constitute a financing statement and shall be filed for recording in the real estate records of the county where the property is located.

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder:

- a. Grantor fails to pay the Note in accordance with its terms; fails duly to perform or observe any of its covenants or commitments contained in this Trust Deed within 30 days after notice from Beneficiary; or fails to duly perform or observe any of its covenants or commitments in any other agreements incorporated herein;
- b. An event of default under the Loan Agreement;
- c. Any warranty of title made by Grantor in this Trust Deed is breached or broken;
- d. Any representation or warranty made by Grantor in any of the agreements incorporated herein or in any financial statements or reports submitted to Beneficiary by or on behalf of Grantor shall prove false or materially misleading;
- e. Grantor becomes insolvent, however defined; is dissolved; commits an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended); files or has filed against it, voluntarily or involuntarily, a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the United States Bankruptcy Act (as now or hereafter amended); makes an assignment for the benefits of creditors; procures, permits, or suffers, voluntarily or involuntarily, the appointment of a receiver or trustee to take charge of any of the Property or any other properties owned by it; or has initiated against itself, voluntarily or involuntarily, any act, process, or proceeding under any insolvency law or other law providing for the modification or adjustment of the rights of creditors;
- f. If Grantor is a nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code, and Grantor loses such status;
- g. The sale or transfer of possession of the Property or any part thereof in any manner by Grantor, whether by deed, contract of sale, lease, or similar agreement, without the prior written consent of Beneficiary. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any other person may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or

the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a sale or transfer of Grantor's interest in the Property for the purposes of this section. Grantor acknowledges that the loan secured by this Trust Deed is personal to Grantor and that in making it Beneficiary has relied on Grantor's credit, Grantor's interest in the property and financial market condition at the time this loan is made.

16. Remedies in Case of Default. Upon the occurrence of any event of default or at any time thereafter until such event of default is cured to the written satisfaction of Beneficiary, Beneficiary or Trustee, as the case may be, at their option, and to the extent allowed by statute, exercise one or more of the following rights and remedies available at law, in equity, or otherwise:

- a. Beneficiary may declare immediately due and payable all indebtedness secured by this Trust Deed, and the same shall thereupon be immediately due and payable as provided in the Loan Agreement;
- b. Beneficiary may examine all books, records, and contracts of Grantor pertaining to the Property and of any guarantors and make such memoranda thereof as may be desired.
- c. Beneficiary may have a receiver of the Property appointed. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as a receiver. Grantor waives all defenses and consents to the appointment of a receiver at Beneficiary's option.
- d. Beneficiary may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Property, and Grantor shall peaceably surrender the same.
- e. Beneficiary may revoke Grantor's right to collect the rents and revenues from the Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Beneficiary may notify Grantor's tenants to pay rents directly to it. Beneficiary shall not be deemed to be in possession of the Property solely by reason of exercise of the rights contained in this paragraph. If rents are collected by Beneficiary under this paragraph, Grantor hereby irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment of rent, in respect to any part of the Property, in the name of Grantor and to negotiate such instruments and collect the proceeds thereof.

- f. Beneficiary shall have, and may exercise with respect to all personal property and fixtures which are part of the Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Oregon. If notice to Grantor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed reasonable, if given (in the manner specified in Section 21) at least ten (10) calendar days before the date of intended disposition.
- g. Beneficiary may at its option proceed to foreclose this Trust Deed in equity as a mortgage or, to the extent allowed by statute, direct Trustee to foreclose this Trust Deed by advertisement and sale.

In the latter event, Beneficiary may (and is hereby authorized and empowered to) cause Trustee to execute a written notice of such default and of its election to cause to be sold the herein described Property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recording officer in each county wherein the Land or some part thereof is situated.

- h. Beneficiary may abandon any security afforded by this Trust Deed or any other security instrument by notifying Grantor of Beneficiary's election to do so.
- i. In exercising its rights and remedies, Beneficiary shall be free to sell all or any part of the collateral together or separately, or to sell certain portions of its collateral and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral.

17. Forbearance Not a Waiver; Right and Remedies Cumulative. Any delay by Beneficiary in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy or shall be construed to be a waiver of the default. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order) or concurrently, and as often as the occasion therefor arises. Beneficiary's taking action or receiving proceeds, awards or damages under terms of this Trust Deed shall not impair any right or remedy available to Beneficiary under any of the provisions of this Trust Deed.

18. Receiver or Trustee in Possession. Upon taking possession of all or any part of the Property, a receiver or Trustee or Beneficiary or Beneficiary's representative may:

- a. Use, operate, manage, control, and conduct business on the Property and make expenditures for such purposes and for maintenance and improvements as in its judgment are necessary.

- b. Collect all rents, revenues, income, issues, and profits from the Property and apply such sums to the expenses of use, operation, management, maintenance, and improvements.
- c. At its option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.
- d. If the revenues produced by the Property are insufficient to pay expenses, including, without limitation, any disbursements made by Beneficiary or Trustee pursuant to this section, a receiver may borrow, or Beneficiary or Trustee may advance, such sums upon such terms as it deems necessary for the purposes stated in this section, and repayment of such sums shall be secured by this Trust Deed. Amounts borrowed or advanced shall bear interest at the rate specified in the Note. Amounts borrowed or advanced and interest thereon shall be payable by Grantor to Beneficiary or Trustee on demand.

19. Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under Sections 17 and 19 shall be applied as follows:

- a. To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or lender-in-possession, and the costs and expenses provided for in Section 26.
- b. To pay all other amounts owed by Grantor, payment of which is secured by this Trust Deed.
- c. The surplus, if any, shall be paid to the clerk of the court in case of a foreclosure by judicial proceeding, otherwise to the person or persons legally entitled thereto.

20. Notices. Whenever any approval or notice on behalf of Beneficiary is required under this Trust Deed or whenever any action on behalf of Beneficiary is required or permitted, the administrator of Beneficiary or its authorized agent shall have the power and right to approve, give notice, or act on behalf of the Beneficiary. Except as otherwise provided herein, or for notices required under law to be given in another manner, any notice from Beneficiary to Grantor under this Trust Deed shall be deemed to have been given to Grantor, when mailed by certified mail, return receipt requested, to Grantor at the address listed on the first page of this Trust Deed, or at such other address as Grantor may designate to Beneficiary. Any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's address listed on the first page of this Trust Deed, or at such other address as Beneficiary may designate to Grantor.

21. Governing Law; Severability. This Trust Deed shall be governed by the laws of the State of Oregon. If any provision or clause of this

Trust Deed conflicts with applicable law, such conflict shall not affect any other provision of this Trust Deed which can be given effect without the conflicting provisions, and to this end, the provisions of the Trust Deed are declared to be severable.

22. Miscellaneous Rights. Beneficiary may at any time, and without notice, release any person liable for the payment of any indebtedness; extend the time or agree to alter the terms of payment of any indebtedness; release any property securing any indebtedness; consent to the making of any plat or map of the Property or the creation of any easement thereon or any covenants restricting use or occupancy thereof; or agree to alter or amend the terms of this Trust Deed in any way, all without in any way affecting the liability of any persons (other than the persons so released) or the validity or priority of this Trust Deed (except as it covers property so released). Any personal property remaining upon the Property, after the Property has been possessed or occupied by Beneficiary or its agent following foreclosure of this Trust Deed, or under any deed in lieu of foreclosure, shall be conclusively presumed to have been abandoned by Grantor, and Grantor covenants that Grantor will upon written request of Beneficiary execute a warranty bill of sale transferring title to such personal property to Beneficiary.

23. Successors and Assigns Bound; Number; Gender; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights conferred hereby shall inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Beneficiary and Grantor. Whenever used, the singular number shall include the plural, and the plural the singular; and the use of any gender shall apply to all genders. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

24. Indemnity. Grantor shall hold Beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorney fees and court costs, in any suit, action, or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary's ownership of the Note or Trustee's interest under this Trust Deed, except suits, actions, and proceedings based upon a claim that Beneficiary or Trustee improperly entered into this Trust Deed or Note or loaned money thereunder.

25. Expenses and Attorney Fees. In the event that Beneficiary or Trustee shall take any action, judicial or otherwise, to enforce the Note, Agreement, or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Trust Property, Trustee or Beneficiary (or both) shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, and its attorney fees, whether incurred in a suit or action or any appeals from a judgment or decree therein or in connection with nonjudicial action. Grantor shall reimburse

Beneficiary or Trustee (or both) for expenses so incurred on demand with interest from the date of expenditure until repaid at a rate equal to the rate set out in the Note.

26. Entire Agreement. This Trust Deed, the Note, and the Loan Agreement contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement, or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the Note or Loan Agreement shall be binding or valid.

27. Mutual Covenants.

- a. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Deed and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this Trust Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- b. Grantor and Beneficiary agree to execute and deliver any instrument in writing necessary to carry out any agreement, term, condition, or assurance in this Trust Deed or Loan Agreement, whenever occasion shall arise and reasonable request for such instruments shall be made.
- c. Trustee is not obligated to notify any party hereto of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
- d. In the event of dissolution, replacement of beneficiary, or resignation of the Trustee, Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the County Clerk of the county in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

IN WITNESS WHEREOF, Grantor has caused this Trust Deed to be executed as of the day and year first above written.

GRANTOR: KLAMATH COUNTY, a subdivision
for the STATE OF OREGON

By: Charles Man

Title: Authorized Signer for
Klamath County

13893

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 26th day
of August, 1988, by Charles Main
_____ on behalf of Klamath County, a
subdivision for the State of Oregon.

W. Darlene V. Addington
Notary Public for Oregon

My Commission expires: 3-22-89

0618g/1d1/8-17-88

13894

EXHIBIT "A"

Lots 11 and 12, Block 306, Darro: Addition to the City of
Klamath Falls, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.
of Aug. A.D. 19 88 at 3:50 o'clock P.M., and duly recorded in Vol. M88
of Mortgages on Page 13882

FEE \$68.00

Evelyn Biehn
County Clerk

By Pauline Mulcahy