

THIS TRUST DEED, made this 31st day of August, 1904, 1904.

MARK-L. SLEZAK & DEBORAH K. SLEZAK, husband and wife
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
J. K. DEVELOPMENT CO., an Oregon corporation
as Beneficiary,

as Beneficiary,
WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:
Lot 11 in Block 19, TRACT NO. 1127 - NINTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3909-12CD-9700

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

sum of TWELVE THOUSAND AND NO/100 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 beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; if the beneficiary is a Uniform Commercial Code as the beneficiary may require and to pay for filing same in proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 from time to time require, in an amount not less than the value of the property, written in the policy or policies of insurance shall be delivered to the beneficiary as soon as the grantor shall fail for any reason to place or to cause to be placed on the said buildings insurance within fifteen days prior to the expiration of the said insurance now or hereafter placed on said buildings. If the beneficiary may procure the same at grantor's expense, the amount so collected under any fire or other insurance policy may be applied to the benefit of the beneficiary upon any indebtedness secured hereby and the entire amount so collected, or may determine, or at option of the beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute waiver of any default or notice of default hereunder or invalidate any action done pursuant to such notice.

not cure or waive any delay in notice or action thereon, and to pay all costs pursuant to this notice, said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent, and to promptly deliver receipts therefor to beneficiary; should said grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by or for the payment or by providing beneficiary with funds for the payment thereof, make such payment, beneficiary may, at its option, sell the property, together with the amount so paid, with interest, as described in paragraphs 6 and 7 of this hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, and the proceeds thereof, to be applied to the payment of the debt secured by this trust deed, without waiver of any rights arising from breach of the trust, and the trustee hereunder, in the event of such sale, shall be bound to the property herebefore described, as well as to the payment of the obligation herein same extent that they are bound to the payment of the obligation herein described, and the payments shall be immediately due and payable, without notice, and the nonpayment thereof shall, at the option of beneficiary, constitute a breach of this trust deed, and beneficiary shall be entitled to demand and collect all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed, and the expenses of this trust including the cost of title search and recording, as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

less actually incurred. [redacted] defend any action or proceeding purporting to

[illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain for condemnation, beneficiary shall have the right, if it elects to exercise such right, to demand that the monies payable as compensation for such taking, which are in excess of the amount actually paid or to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and incurred by grantor in the event that any reasonable costs and expenses and attorney's fees, applied for by beneficiary in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance of the monies payable on the indebtedness secured hereby, shall be secured to beneficiary, upon its own expense, to take such actions as may be necessary to secure 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 make or making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above mentioned services shall be not less than \$5.

10. Upon any default by grantor hereunder, Lender may at any time without notice, either in person, by advertisement or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the debt hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise cause to be sued, and collect, receive and retain all monies and proceeds, including reasonable attorney's fees and expenses of collection, including reasonable attorney's fees and expenses of operation and maintenance secured hereby, and in such order as beneficiary may determine.

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 policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any default of notice or detention of the property pursuant to such notice.

Section 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the financing of the estate with respect to such payment and/or performance, the beneficiary may declare all sums secured hereunder immediately due and payable. In such an event the beneficiary, if his election may proceed to foreclose this trust deed over the property, may elect to foreclose this trust deed by any other right or advertisement and sale, or may direct the trustee to foreclose this trust deed by any other right or remedy, either at law or in equity, and the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary shall execute and cause to be recorded his written advertisement of default and his election to sell the said described real property at the time and place of sale, give notice thereof to the beneficiary by law and proceed to foreclose this trust deed in accordance with the procedure provided in ORS 86.735 to 86.795.

notice thereof as then required by ORS 86.735 to 86.795, in the manner provided in ORS 86.735 to 86.795, 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, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default cannot be cured by a failure to pay, when due, the default or defaults. If the default cannot be cured by such action as required by the sums secured by the trust deed, the default may be cured by paying as required the entire amount of the debt at the time of the cure other than such portion as is required to be paid by the grantor, then the default may be cured by tendering the performance of the obligation or trust deed. In any case, the default or defaults may be cured by tendering the performance of the obligation or trust deed. In any case, the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred by the beneficiary in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided for in the deed or deed of trust. The cure shall be held on the date and at the time and

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or on the first day thereafter, and the time may be postponed as provided in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels in the manner and on the terms specified in the notice of sale. The trustee shall sell the property to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser the deed required by law conveying the property, and shall execute and deliver without any covenant or warranty, express or implied, the deed required by law. The trustee shall execute and deliver, but including the recitals in the deed of any matters of fact shall be conclusively presumed to be true, the deed required by law, together with the deed of the truthfulness thereof. Any person executing the deed, but including the trustee, shall be liable on the deed at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for the attorney's fee, (2) the obligation secured by the trust, (3) to all persons having recorded liens subordinated to the interest of the trustee in the trust having recorded liens subordinated to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the balance, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the trust shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Every appointment and substitution shall be made by written instrument duly executed and acknowledged by the trustee herein named or appointed hereunder, which, when recorded, in the mortgage records of the county or counties in which the mortgaged premises are situated, shall be conclusive proof of proper appointment of a 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 not obligated to notify any party hereto of pending sale under any other deed or trust or of any action or proceeding in which grantor, beneficiary or trustee is proceeding, is brought by trustee.

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, a title insurance company authorized to insure title to real 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

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).

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 8/31/92 by Mark L. Slezak & Deborah K. Slezak

Notary Public for Oregon My commission expires: 8/16/97

Mark L. Slezak

Deborah K. Slezak

STATE OF OREGON, County of ss.

This instrument was acknowledged before me on 8/31/92 by

Notary Public for Oregon My commission expires:

TO: 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:

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

DATED: 8/31/92

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

Mark L. & Deborah K. Slezak

6640 Keller Rd

Klamath Falls OR 97603

Grantor

J. K. Development Co.

6412 Harbor Dr

Klamath Falls OR 97603

Beneficiary

AFTER RECORDING RETURN TO

Fee \$13.00

STATE OF OREGON, County of Klamath ss.

I certify that the within instrument was received for record on the 1st day of Sept, 19 88, at 4:16 o'clock P.M., and recorded in book/reel/volume No. M88 on page 14320 or as fee/file/instrument/microfilm/reception No. 91013, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

Deputy