

as Beneficiary,

**WITNESSETH:**

Beginning at the Northwestern corner of Tract #5; thence South along the West line of said Tract 245.6 feet; thence East along the South line of said Tract, 80 feet; thence North and parallel with the East line of said Tract to the North line of Tract no. 5; thence Northwesterly along the North line of said tract to the place of beginning.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED THIRD & JUNIOR TO A FIRST CONTRACT IN FAVOR OF U.S. BANKCORP CONSUMER SERVICES, INC.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of guaranty, the sum of TWENTY NINE THOUSAND SIX HUNDRED 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 not paid at maturity of Note, 19\_\_\_\_, on which the final installment of said note

note of even date herewith, payable to beneficiary or order and made by grantor, \_\_\_\_\_, 19\_\_\_\_, on which the final installment of said note not sooner paid, to be due and payable at maturity of Note \_\_\_\_\_, on which the final installment of said note is sold, agreed to be date of maturity of the debt secured by this instrument is the date, stated above, any interest therein is sold, agreed to be becomes due and payable. In the event the with the described property, or any part thereof, 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.

at this trust deed, grantor agrees:

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 not to 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, and to pay all costs incurred therefor.

2. To complete the building continuously maintain insurance on the buildings destroyed or improved, and pay when due all costs incurred for repairs, covenants, conditions, and restrictions affecting said property, and if the beneficiary so requests, to comply with all laws, ordinances, regulations, and rules of the Uniform Commercial Code as the beneficiary may require and to pay for filing said searches made by public officers or offices, as well as the cost of all searches made by public officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible]

It is mutually agreed that:

[illegible]

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 (a) consent to the 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; (e) grant to any reconveyance may be described as the "person or persons" and the recitals therein of any matters or facts shall be the conclusive proof of the truthfulness thereof. Trustee's fees for any of the acts in this paragraph shall be not less than \$5.00. The beneficiary may at any

10. Upon any either in person, by agent or by a power of attorney, the grantor hereunder, beneficiary may at any time and without a court, and without regard to the cost, take possession of said property and take possession of said property and take possession of said property and take possession of said property, including those past due and unpaid taxes, including reasonable attorney's fees upon any undebtedness secured hereby, and in such order as beneficiary may deem proper, and the period of said secured property, the

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 in reliance upon the validity of the mortgage of any indebtedness secured by this mortgage.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of an agreement hereunder, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the beneficiary may have. In the event remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed thereon as then required by law and proceed to foreclose this trust deed

secured hereby wherefore the law and process to enforce notice thereof as then required by 86.735 to 86.795, in the manner provided for in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, 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 consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the entire amount due at the default occurred. Any other default which would not then be due had the cure after the performance of the sale is capable of being cured may be cured by tendering the performance required under the obligation of the trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred 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.

14. The sale shall be held on the date and at the time and place specified in the deed.

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 one parcel or in separate parcels and shall sell the parcels not subject to auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the highest purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any material fact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, upon such appointment being made without conveyance to the successor or successors, the latter being vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder; and such appointment, upon the trustee herein named or appointed hereunder being executed by beneficiary, and substitution shall be made by recording the record of the county or counties in which, when recorded in the mortgage records, shall be conclusive proof of proper appointment which the pregranted trustee, \_\_\_\_\_, when this deed, duly executed and

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 and any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee may be involved, unless such action or 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),  
(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 acknowledgement opposite.)

STATE OF OREGON

County of Clatsop

This instrument was acknowledged before me on October 11, 1988, by Larry W. Snyder and Diane E. Duarte

[Signature]  
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 file 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.

DATE OF RECORDING: \_\_\_\_\_

BY: \_\_\_\_\_

GRANTOR'S SIGNATURE

as \_\_\_\_\_

GRANTOR'S ADDRESS

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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

ASPEN TITLE & ESCROW, INC.

Collection Department

## EXHIBIT "A"

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS THIRD AND JUNIOR TO A FIRST CONTRACT OF SALE IN FAVOR OF AUGUST HAUPTMANN AND THELMA JUANITA HAUPTMANN, RECORDED NOVEMBER 16, 1976 IN BOOK M-76 AT PAGE 18221, AND A SECOND CONTRACT OF SALE IN FAVOR OF U.S. BANCORP CONSUMER SERVICES, INC., RECORDED OCTOBER 3, 1979 IN BOOK M-79 AT PAGE 23433. NORMA J. CRAWFORD, BENEFICIARY HEREIN, AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PRIOR CONTRACTS, AND WILL SAVE GRANTORS HEREIN, LARRY W. SNYDER AND DIANE E. DUARTE, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR CONTRACTS, GRANTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 19th day  
of Oct. A.D., 19 88 at 11:34 o'clock A.M., and duly recorded in Vol. M88  
of Mortgages on Page 17561  
Evelyn Biehn, County Clerk  
By Pauline Mulindaw

FEE \$18.00