

October ....., 1988, between

as Grantor, **MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY**

as Beneficiary,  
DAVID R. SAKACH and PATRICIA SAKACH, husband and wife  
WITNESSETH:

WITNESSETH:

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:

The Northerly 65 feet of TRACT 50, PLEASANT HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3909-002BA-05400.

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 grantor herein contained and payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory

sum of TWO THOUSAND FIVE 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 sooner paid, to be due and payable per terms of Note, 19    , on which the final installment of said note at the debt secured by this instrument is the date, stated above, on which the final installment of said note was due and payable; and if the debt secured by this instrument is the date, stated above, on which the final installment of said note was due and payable, then the sum of                          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 sooner paid, to be due and payable per terms of Note, 19    , on which the final installment of said note was due and payable.

note of even date herewith, payable to beneficiary or order and \_\_\_\_\_ per terms of Note \_\_\_\_\_, 19\_\_\_\_\_,  
not sooner paid, to be due and payable \_\_\_\_\_ above, on which the final installment of said note  
The date of maturity of the debt secured by this instrument is the date, stated thereof; or any interest therein is sold, agreed to be  
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.

I, \_\_\_\_\_, do hereby agree:

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 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 when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing said financing statements pursuant to the Uniform Commercial Code; if the beneficiary may require, and to pay for the same in the public office or offices, as well as the cost for filing same by the filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

To keep 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 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either to the grantor or to the beneficiary, the grantor shall, within ten (10) days after the date of the expiration of the term of the trust, deliver to the beneficiary with funds with which to pay the same, the sum of \$100,000.00 (one hundred thousand dollars) or the sum of the taxes, assessments, insurance premiums, liens or other charges payable by grantor, whichever is the greater.

to beneficiary; should the beneficiaries or other charges payable by either of the beneficiaries, insurance premiums or by providing beneficiary with the proceeds thereof by direct cash payment, beneficiary may, at its option, make payment thereof by check and the amount so paid, with interest thereon, shall be set forth in the note secured hereby; together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be the obligations of the beneficiary under the terms of the trust deed, shall be the obligations of the beneficiary under the terms of the trust deed, shall be the obligations of the beneficiary under the terms of the trust deed, and the beneficiary, hereof and for such payments, with interest thereon, shall be bound to the grantor hereinafter described, as well as to the grantor of the obligation herein same extent that they are bound to the beneficiary immediately due and payable as described, and all the obligations of the beneficiary under the trust deed, notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable and constitute a breach of this trust deed and the expenses of this trust including the cost incurred

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 and defend any action or proceeding purporting to affect in any suit or action the title to the property of this trust.

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 suit, action or proceeding in which the beneficiary or trustee may appear, including any suit, action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and any other expenses mentioned in this paragraph 7, in all cases the amount of attorney's fees and costs mentioned in this paragraph 7 as the judgment of the trial court and in the event of an appeal, to pay such sum as the appellate court shall determine to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 here or charge thereon; (d) "convey," 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 fee, for any of the services mentioned in this paragraph shall be not less than \$5.00.

[illegible]

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.

[illegible]

secured hereby whereupon the trustee by law and proceed to foreclose this trust in accordance with the provisions of the law and give notice thereof as then required by ORS 86.735 to 86.795. in the manner providing the trustee has commenced foreclosure by advertisement and

13. 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 sum or sums secured by the trust deed, the default may be cured by paying the sum or sums secured by the trust deed, the cure other than such portion of the entire amount due at the default occurred. Any other default that 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 and the trustee's and attorney's fees not exceeding the amounts provided for together with trustee's and attorney's fees not exceeding the amounts provided for by law.

14. The sale shall be held on the date and at the time and place provided for in the advertisement and the sale shall be valid and legal.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels in the order of the highest bidder for cash, payment in full or on terms as required by law conveying said property to the purchaser without any covenant or warranty, express or implied, and the receipt of the purchaser shall constitute a conclusive proof of the truthfulness thereof. Any person who bids at the sale, by doing so, represents the truthfulness thereof. Any person who bids at the sale, by doing so, represents the truthfulness thereof. Any person who bids at the sale, by doing so, represents the truthfulness thereof.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and without conveyance to the successor or successors under. Upon such appointment all title, powers and duties conferred upon the trustee shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed. The instrument executed by beneficiary, upon such appointment and substitution shall be made by the beneficiary, and the same shall be recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of 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 not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee may be a party 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 except none 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) ~~for the purpose of 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 Z, the disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Thomas J. Lake  
Ruth Ann Lake

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,  
County of Klamath } ss.  
This instrument was acknowledged before me on  
October 21, 1988, by  
THOMAS J. LAKE and RUTH ANN LAKE  
Trust J. Lake  
(SEAL) Notary Public for Oregon  
My commission expires: 11/16/91

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.  
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.

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\_\_\_\_.

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.

Beneficiary \_\_\_\_\_

TRUST DEED  
(FORM No. 881)

THOMAS J. LAKE and RUTH ANN LAKE  
St. Rt.  
Cedarville, CA 96104  
Grantor  
DAVID R. SAKACH and PATRICIA SAKACH  
1858 Ivory  
Klamath Falls, OR 97603  
Beneficiary

AFTER RECORDING RETURN TO:  
MOUNTAIN TITLE COMPANY OF  
KLAMATH COUNTY

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instrument was received for record on the 24th day of Oct., 1988, at 10:10 o'clock A.M., and recorded in book/reel/volume No. M88 on page 17840 or as fee/file/instrument/microfilm/reception No. 92982, Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME  
By Pauline M. Miller Deputy  
TITLE

Fee \$13.00