

TRUST DEED

Vol. m88 Page 18969

28th day of September, 1988, between

THIS TRUST DEED, made this 28th day of September, 1988, between

ROBERT PAUL LOPEZ & LOANNE I. LOPEZ, as tenants in common
as Grantor, Mountain Title Company of Klamath, as Trustee, and
CHESTER FLETCHER & LOUISE FLETCHER

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 27 in Block 20, TRACT 1113 - OREGON SHORES UNIT 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3507 018CD 04100

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 THIRTEEN THOUSAND AND NO/100 *****

***** sum of THIRTEEN 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

not sooner paid, to be due and payable as per terms of note 19 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, 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; not 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, and pay when due all costs incurred therefor.

3. The beneficiary shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to file with the Commission in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for all searches made in the 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 and amount not less than \$50,000.00.

[illegible]

not cure or waive any default, nor shall it be construed to do done pursuant to this notice.

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, or other charges payable by grantor, either by direct payment, or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the schedule, together with the obligations described in paragraphs 6 and 7 of this hereby, together with the obligations described in the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights of beneficiary; the provisions hereof and for such payment, with interest as aforesaid, the provisions herebefore described, shall, as well as the grantor, shall be bound to the same extent that the grantor is bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable upon notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

RECOGNIZING that the assets of this trust including the cost

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 and expenses incurred.

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 the foreclosure of this deed, to pay all costs and expenses, including the cost of the foreclosing attorney's fees; the

any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

SEE ATTACHED AMENDMENT

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 or condemnation, beneficiary shall have the right to receive the full and entire portion of the monies payable to the beneficiary by the condemning authority.

under the right of eminent domain or condemnation," "the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary as such costs, expenses and attorney's fees."

incurred by grantor in such proceedings, shall be paid or applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action as may be deemed necessary or appropriate, shall be necessary in obtaining such

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 to the beneficiary, (in case of full reconveyances, for cancellation), without affecting

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 thereon; (e) reconveyance may be described as the "person or persons 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 services mentioned in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of livery and other insurance policies or compensation or awards for any taking of damage to 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all of the monies hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by either as a mortgage or direct the trustee to do so to pursue any other right of advertisement and sale, or may direct the beneficiary may have. In the event remedy, either at law or in equity, by advertisement and sale, the beneficiary or the beneficiary may cause the same to be recorded in his written notice to the trustee and the trustee to foreclose by advertisement and sale, the obligation of the beneficiary to sell the said described real property to the trustee, and the beneficiary's election to sell the said described real property to the trustee, and place of sale, given secured hereby whereupon the trustee shall be required to foreclose this trust deed notice thereof as then required by the trustee and proceed to foreclose this trust deed.

[illegible]

14. **Fourth, 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 shall be postponed at a public sale of the parcels and shall sell the parcel or parcels in parcels or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. The sale shall be made by law conveyed shall deliver to the purchaser without any covenant or warranty, express or implied, the property so sold and retained in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the**

shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable fee to the attorney, (3) to all persons entitled to the interest of the trustee in the property having recorded liens subsequent to the date of the recording of the deed, plus, if any, to the grantor or to his successor in interest entitled to the proceeds of sale.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed under or pursuant to such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary herein named or appointed hereunder, and the same shall be recorded in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is 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 trustor shall 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

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.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On October 24, 1988

the undersigned, a Notary Public in and for said County and State, personally appeared Brian

person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who being by me duly sworn, deposes and says: That

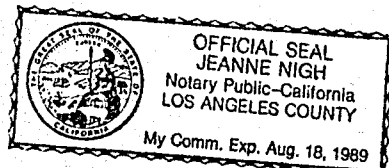
Brian Beosky resides at 4176 Arch, Studio City, CA; that he was present and saw Robert Paul Lopez personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness of said execution.

Signature

WITNESS: Brian Brodsky

WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



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 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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Lopez
2517 West Sierra
Barra, CA 90503

Grantor

Fletcher
701 38th St
Ana Cortes, WA 98221

Beneficiary

AFTER RECORDING RETURN TO

MTC
407 Main Street
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____ } ss.

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

By _____

TITLE

Deputy

The undersigned parties agree that this amendment shall replace all references to attorney fees, collection costs and court costs incurred by Chester Fletcher and Louise Fletcher, as it pertains to the transaction involving the sale and purchase of property in the County of Klamath, State of Oregon, and described as: Lot 27 in Block 20, Tract 1113 - Oregon Shores Unit 2, according to the official plat thereof on file in the County Clerk of Klamath County, Oregon.

The Undersigned agree that : "attorney fees will be paid by the party or parties retaining said attorney. In the case of suit or an action which is filed, court costs and/or reasonable attorney fees shall be awarded to the prevailing party or parties of said suit."

Dated this 24 day of October, 1988.

Chester Fletcher

Robert P. Lopez

Louise Fletcher

Loanne I. Lopez

The undersigned parties agree that this amendment shall replace all references to attorney fees, collection costs and court costs incurred by Chester Fletcher and Louise Fletcher, as it pertains to the transaction involving the sale and purchase of property in the County of Klamath, State of Oregon, and described as: Lot 27 in Block 20, Tract 1113 - Oregon Shores Unit 2, according to the official plat thereof on file in the County Clerk of Klamath County, Oregon.

The Undersigned agree that : "attorney fees will be paid by the party or parties retaining said attorney. In the case of suit or an action which is filed, court costs and/or reasonable attorney fees shall be awarded to the prevailing party or parties of said suit."

Dated this 17 day of November, 1988.

Chester Fletcher

Louise Fletcher

Robert P. Lopez

Loanne I. Lopez

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 8th day of Nov. A.D., 19 88 at 4:23 o'clock P.M., and duly recorded in Vol. M88 of Mortgages on Page 18969.

FEE \$18.00

Evelyn Biehn, County Clerk

By Quince Mullins