and the state of the West of the) Imregening		الاح	1.4
Piego 19890	H™≓US MD SQ ¥I O., (DS CEME CSICS	Condet may be point	Anomera dur douice autor or or econor of in TRUST p	EED 	
Dated	(December 2	,19_88		n a stime Cachou Di goege
					n Craujoca, en disce of N Craujoca, en discus Jusci
To:	WESTERN	BANK the second	ARGARET'N. HODGES	S, OR 97601	to an orall post interost st
U.7.	<u></u>	Klamath Falla	oldry: (Or "Lender") (Compared to the second s	Marit, m	
	Mailino A.		아니는 사고 그는 것이 많이 많이 많이 잘 했어? 한 것을 했어?	에서 물건물건 1월 50년 1월 1월 1월 1일 - 1일 - 1일 - 1일 - 1일 - 1일 -	
AND:	Aspen Tit	le & Escrow, I	669, Klamath Falls, nc.	<u>OR 97601</u>	
2002 p 1/305 p	Mailing Add	dress:' <u>'600 Main'</u>	Street; Klamath Fal	., the "Trustee". <u>1s, OR 97601</u>	
which is	e lender has i repayable wi	oaned money or exte	ended credit to the content	<u>1s, OR 97601</u> To company of a second ing described promissory note	raoj
DATE OF	iµd Sauls primi	ORIGINAL	g to the terms of the follow	ng described promissory note	Borrows (Borrows)
				Non-	이 같은 것은 것이 같은 것이 많이 많이 많이 많이 했다.
12-2-88	A A CALL WALLS	······································	아내는 것은 것은 것은 것을 것을 가지 않는 것을 가지 않는 것을 가지 않는 것을 가지 않는 것을 수 있다.	성수는 방법 방법을 가지 않는 것이 같이 가지 않는 것이 같이 많은 것이 없다.	DATE FINAL PAYMENT IS DUE
Concerts.	See align and the	usz wante het.		\$290.39	
. bicining The t	term "indebte		nevit of Granters Cranter av	1918 COURSE PARAMETER	12-10-93
its absolute	discretion ic	ensions and/or renew	vals of the pote (a) mean (a)	the principal and	an a
mature, abs	solute or cont	tingent obligations a	nd liabilities of D	ind any number of	rest, that the lead
counted by I	Lender or tak	rrower, endorsement	r payable, including such as	may arise from any or hereat	ind/or renewals thereof, (c)
payment ten	by the lender ms and balar	ar to discharge obligation	loans or advances of any kir	may arise from advances mad bills of exchange, promissory Id, sort or description whatsoe d under this Trust Deed, with i Secured hereby may be index on.	te by Lender to, or for the
-9-14160	in accordan	ce with the term	te(s) or any other obligation	a under this Trust Dood	ver, and (d) any sume nation
debtedness Klamati	and performa	grants, bargains, se ance of all obligation	Ils and conveys to Trustee i	on.	ed, adjusted, renewed or
oeoda to the	Degricularia	County, County, C	Dregon, described as:	ust Deed, the follows	ecure payment of the
prodioFloss curance com cesda to the	Teduction of Internation of Anticisted for	County, C	Asheriona and A tebolice	ust Deed, the following descr	ecure payment of the in- ibed property located in
All polic contineated to prout of loss curance com curance com	neduction of the sector (FIC) and ma (FIC) and ma (FIC) and the field of in FA	County, c the uncontrol of the second of the second of the second of the second of the second of the the second of the second of the second of the the second of the	HOT SPRINGS ADDITIO	Ist Deed, the following descr	ecure payment of the in- ibed property located in
annd al sil ti 6 maudana 2011:031ao ti 2013:04:05 2013:05 2014:05 2010	Deduction of the second of the second the second of the second begins of the second the second of the second of the second of the second the second of the second of the second of the second of the second the second of the seco	County, C the unstanding of the instantion of the stanting of the the stanting of the th	HOT SPRINGS, ADDITIC INTY Of Klamath, Sta	IST Deed, the following descr Line Local N TO THE CITY OF KLAP Le of Oregon	ecure payment of the in- ibed property located in sector sector in the s
centance on allocated all th cartance on All control to prodict of to se current of to se curren	Dedicipo o Intel and us Intel and us Intel and us Verejot an Lo clea of ur FA bioverous u Use intel an De Elopaux	County, C the user of the second the user of the second the second second second the second second second the second second second the second second second second the second second second second the second second second second second the second	HOT SPRINGS, ADDITIC INTY Of Klamath; Sta	Ist Deed, the following descr the local N TO THE CITY OF KLAN Levof Oregon.	Active payment of the in- bled property located in Sept. Located in Attractive sectors and LATH of the sector sectors codes using the
Ceoda to the ontario dom product of toos of the data of Alternos directations di directations di	mance, Gran Mance, Gran Mestinera Diovacora Mana Property Mana Property	County, C the Usershore of the Usershore of the the second second the second second the second second the second second the second second the second second to second	HOT SPRINGS, ADDITIO HOT SPRINGS, ADDITIO unty of Klamath, Sta Hugenacia agine of the oth ubsues and mugerbolica is accurate	IST Deed, the following descr the local state of the local state of th	ecure payment of the in- ibed property located in a service service to be MTH of the payment of the service service to be of the service service to be of the output coupled and the output coupled and the
Rithle render os any costs grand at all the currance on currance o	Section of the sectio	County, C the user of the second to a propagation of the to 4, 3 Block 17, LLS, a in the cou and togot coup of course in co and togot to a pair of the second to a	HOT SPRINGS, ADDITIO HOT SPRINGS, ADDITIO mty of Klamath, Sta Hughiada sales of the bin baues sub nucleonicies 162 ancience as jos ander banker 162 ancience as jos ander banker 163 ancience as jos ander banker	IST Deed, the following descr N, TO THE CITY OF KLAP te.of Oregon.	ecure payment of the in- ibed property located in service an employed by MATH q - muc buck using the receive and a way of the curch which are gate and gate be using to a service of the pro- tion of the pro- perty of the pro- tion of the pro- ti
Seada to the curates com provide and provide and search of animo and animo an animo an an animo an an an an an an an an an an an an an a	Sediciou o Intra sedua Intra	County, C the use of the second to the use of the second to 4, 5, Block, 17, use of the second use of the second use of the second use of the second to any for the second to	HOT SPRINGS: ADDITIO HOT SPRINGS: ADDITIO mty of Klamath, Sta differences and most bornes before and most bornes is additional take activity and the additional take activity and take activity and take activity and take activity activity and take activity activity and take activity activity and take activity activity activity activity activity activity activity activity activity activity act	IST Deed, the following descr N.TO THE CITY OF KLAN te of Oregon.	ecure payment of the in- ibed property located in service an ecoly (context in the service and service) in the service and service in the service and service service and service and service and service and service and service and service and service and the service and service and service and service and service and service and service and
oeoda to the curance com aneque to to aneque t	Sediciou o Intra sedua Intra	County, C the use of the second to the use of the second to 4, 5, Block, 17, use of the second use of the second use of the second use of the second to any for the second to	HOT SPRINGS: ADDITIO HOT SPRINGS: ADDITIO mty of Klamath, Sta differences and most bornes before and most bornes is additional take activity and the additional take activity and take activity and take activity and take activity activity and take activity activity and take activity activity and take activity activity activity activity activity activity activity activity activity activity act	IST Deed, the following descr N.TO THE CITY OF KLAN te of Oregon.	ecure payment of the in- ibed property located in service an ecoly (context in the service and service) in the service and service in the service and service service and service and service and service and service and service and service and service and the service and service and service and service and service and service and service and
Deada to the outorio control of the render of the render o	Indection of the second	County, C the user of the second of the the user of the second of the the second of the the second of the the second of the	HOT SPRINGS; ADDITIC HOT SPRINGS; ADDITIC INTY Of Klamath; Sta Unserved a supervised on the bio observed and the biological second access a supervised on the contracts are supervised on the observed access as a supervised of the contract of the biological of the contract of the biological biological of the biological	IST Deed, the following descr N.TO THE CITY OF KLAN te of Oregon.	ecure payment of the in- ibed property located in service an ecoly (context in the service and service) in the service and service in the service and service service and service and service and service and service and service and service and service and the service and service and service and service and service and service and service and
Ceeds to fire autory for current of the current of	The field of the f	County, C the user of the second of the user of the second of the user of the second the user of the second the user of the second the user of the second of the user of the user of the second of the user of the user of the second of the user of the user of the user of the user of the user of the us	HOT SPRINGS, ADDITIO HOT SPRINGS, ADDITIO INTY Of Klamath, Sta Unortable Supervised and the balance and model bolica and address and model bolica and address and a sta and address a second a use and a second address a second allower a methoder a second balance a second address a and a second address a second address a methoder a second balance a second address a address a second address a address a second address a address a addres	In the following description of the following	ecure payment of the in- ibed property located in the property located in the
Trust head Trust head Property Property Trust of the Property	asception rigition of host man host man host man host man host of n host of n ho	County, Cou	HOT SPRINGS, ADDITIO HOT SPRINGS, ADDITIO INTY, of t Klamath, Sta Unortadia solio of the bin obside and model bolica obside and model bolica obside and model bolica of the scalar of the solid of the scalar of the bolica is the clamatics as the bolica is the scalar of the bolica is the state of the bolica is the bolica is th	Ist Deed, the following description of the fo	ecure payment of the in- ibed property located in the property located in the second end is a second tarth of the individual to the second of the second the second of t
14 Liens prosented b truet Died proparty Ore criticates fi de troperty a de troperty a	 A this Truck to a tr	County, C the users of the second the users of the second the users of the second the second of the second o	Hor SPRINGS; ADDITIC HOT SPRINGS; ADDITIC Inty of i Klamath; Sta Understand Anno 1999 Understand Anno 1999 Understand Anno 1999 Sea and no anno 1999 Sea and no anno 1999 Sea and no anno 1999 Sea anno 2999 Sea anno 2999 S	It Deed, the following description of the poly of the following description of the poly of	ecure payment of the in- ibed property located in the property located the proper
Coods to the Coods	 and Assession Assession Assession and Assession and the true to the true tot the true to the true to the true to the true to the true tot	County, C the usual busic the usual busic the usual busic the second the	Hor springs and a spring of the spring of th	IA Service of the to the under of sale, to so the total of the following description of the total of the tota	Activity is a subject of the in- block property located in activity of the bro- subject of the bro- the subject of the bro- subject of the bro- subject of the bro- the bro- subject of the bro- the
ceeds to the process of the tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- tractine pro- pro- pro- pro- pro- pro- pro- pro-	nee the state and Anseed Beiling Anseed Grance sho Grance sho Grance sho Grance sho Grance sho The fill of the provisions in the flop of the ane flop and the ane flop and the flop and the ane flop and the flop and the flop and the flop and the flop a	County, Cou	HOT SPRINGS, ADDITIO HOT SPRINGS, ADDITIO INTY Of Klamath, Sta University of Klamath, Sta University of the of the office of the second model bolica and the office of the office of the second second second the of the second second second of the second second second second second sec	IN TO THE CITY OF KLAP THE LOCAL AND	ecure payment of the in- bled property located in IATH quere and the block control with the block and the second second second and the control of the block block and glock be block the fled of neoceal the
Central of the constant of the	Res of many free to the sector of the sector	County, C the use provession the use provession to the use provession to the use provession to the second of the use such to per- to the counter in the to use the to the use the use of the to the the use of the use of the to the the use of the to the the use of the to the the use of the use of the to the the use of the use of the to the the use of the use of the use of the to the the use of the use of the use of the	Hor SPRINGS, ADDITIC HOT SPRINGS, ADDITIC INTY Of Klamath, Sta Universally spine of the bill below and the spine of the bill below a submission of the bill below a submission of the bill below a submission of the bill of the spine of the bill below a submission of the bill of the spine of the bill below a submission of the bill below a submission of the bill of the spine of the bill below a submission of the bill below a submis	In the power of sale, to so the power of sale,	ecure payment of the in- ibed property located in the property located in the supervision of the in- supervision of the book supervision of the prob- supervision of the pr
Design in the critication count bior of loss control to the control to the contro	beditcher of intervention in	County, C the user of the second the user of the second the second second second second second second the second	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO mty of Klamath; Sta "Uppersonation of the second second second second second second second second second second second second second second second second	In the second power of sale, to so the second power of sale, t	ecure payment of the in- ibed property located in the property located in the second second second tarm of the second second tarm of tarm of tarm of tarm tarm of tarm of tarm of tarm of tarm tarm of tarm of tarm of tarm of tarm tarm of tarm of tarm o
Central of the construction of the constructio	 Sald projection 	County, C the use of course of the use of course of the use of course of the off off off of the off the off off off off off off off off off off off off the off off off off off off off off off of	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO Inty of Klamath; Sta Understand Agine of the bin ubdues and must be a statistic of the second of the bin ubdues and must be a statistic of the second of the bin of the second second second of the second second second second second second second	st Deed, the following descr in provide the following descr in provide the following descr in the p	Access of a constraint of the in- bled property located in the property located in the second access of a constraint the second access of a constraint
Decida to the origination could biographicate cultification (1) cultification (1) cu	 Selfic(190 o) Selfic(1	County, C the usual characteries of the usual characteries of the usual characteries of the the the test of the test the test of the test of the test the test of the test of the test test of test of test of test of test test of test of test of test of test of test test of test of	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO INTY Of Klamath; Sta Introduce and must be a second be an and a second second second at the analysis of the second of the conduction of the second at the analysis of the second second at the premises; also, all fix as now of hereafter installed thereon, and (unless this True	st Deed, the following description of the fol	ecure payment of the in- ibed property located in the property located in the second second second tarth of the invariant second second second second to the could second second to the second second second second to the second
Central of the construction of the constructio	 bedirc(190 o) bedirc(1	County, C the use of course of the use of course of the second of the second to second of th	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO Inty of Klamath; Sta Unity of Klamath; Sta Unity of Klamath; Sta Unity of Klamath; Sta Unity of Klamath; Sta Units addition of the Sta Units addition of the Sta Units of the Sta	st Deed, the following description of the fol	ecure payment of the in- ibed property located in ATH
Central of the provided and the provided	biolific(100 o) biolific(100 o) biolific(10	County, C the user of county, C the user of county, C the user of county of the transformation of the user to the user of the user to the user of the user to any the county of the user to any the county of the user to any the county of the to any the property, and the property any the property and the property any the property any the property any the the property any the property any the the property any the property any the the property any the property any	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO Inty of Klamath; Sta Understands Agine of the bio ubdates and most border and the second second second and the second second second be will be the second second and the second second second be will be the second second be and the second second and the second second and the second second and the second second second second and the second	A second	ecure payment of the in- ibed property located in the property located in the supervision of the in- supervision of the in- the supervision of the in- the supervision of the supervision of the supervision of the supervision of the supervision of the supervisio
Decidi i o jue origino com bior o juo cultification (VI) tono cultification (VI) tono cultification (VI) tono cultification (indication of the poole (indication of the cultification of the poole of the cultification of the cultificatio	beditc(190 o) the set of the s	County, C the usual character to the usual character to the usual character to the usual character to the usual caracter to the usual caracter to aux honors to aux	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO INTY Of Klamath; Sta Units of Klamath; Sta Sta Sta Units of Klamath; Sta Sta Klamath; Stalls, OR Klamath; Stalls, OR Sta Sta of the Indebted Stall Stall Staller, Stall Staller Sta of Staller, Stall Staller Sta of the Indebted Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Staller, Staller Staller, Stall Staller Staller, Staller, Staller Staller, Staller, Staller Staller, Staller Staller, Staller, Staller Staller, Staller Sta	st Deed, the following description of the fol	ecure payment of the in- ibed property located in ATH of the with the how that the with the how that the base is used to an object to the base of the the base is the the the base is the the the the the base is the
Seeda to the characteristic of the characteristic of the continuous of the continuou	beditc(190 o) the set of the s	County, C the usual character to the usual character to the usual character to the usual character to the usual caracter to the usual caracter to aux honors to aux	HOT SPRINGS; ADDITIO HOT SPRINGS; ADDITIO INTY Of Klamath; Sta Units of Klamath; Sta Sta Sta Units of Klamath; Sta Sta Klamath; Stalls, OR Klamath; Stalls, OR Sta Sta of the Indebted Stall Stall Staller, Stall Staller Sta of Staller, Stall Staller Sta of the Indebted Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Stall Staller Staller, Staller, Staller Staller, Stall Staller Staller, Staller, Staller Staller, Staller, Staller Staller, Staller Staller, Staller, Staller Staller, Staller Sta	st Deed, the following description of the fol	ecure payment of the in- ibed property located in ATH of the with the how that the with the how that the base is used to an object to the base of the the base is the the the base is the the the the the base is the

COVENANTS OF GRANTOR.

HE 17 8189

1.1 Maintenance of the Property, Grantor agrees to maintain the Property in good condition at all times. Grantor shall pro-ામ≅ાTo/protect the security of this Trust Deed Grantor agrees as follows 1.1 Maintenance of the Property. Grantor agrees to maintain the Property in good condition at all times. Grantor shall pro-mptly make all necessary repairs, replacements and renewals so that the value of the Property shall be maintained, and Grantor shall not commit or permit any waste on the Property. Grantor will not permit any portion of the Property to be used for any shall not commit or permit any waste on the Property. Grantor will not permit any portion of the Property to be used for any shall not commit or permit any waste on the Property. Grantor will not permit any portion of the Property to be used for any shall not commit or permit any waste on the Property and orders of all public suborities being shall not commit or permit any waste on the Property. Grantor will not permit any portion of the Property to be used for any unlawful purpose. Grantor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having unlawful purpose. Grantor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having unlawful purpose. Grantor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having unlawful purpose. Grantor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having furisdiction, thereof, classing to the Property or the use; occupancy and maintenance thereof. Grantor shall not materially alter the buildings. Improvements, fixtures, equipment or appliances now or hereafter upon the Property or remove the same therefrom or buildings.

Jurisciction mereor relating to the Property or the use; occupancy and maintenance thereof. Grantor shall not materially alter the buildings, improvements, fixtures, equipment or appliances now or hereafter upon the Property or remove the same therefrom, or permit any tenant or other person to do so, without the written consent of the lender. The lender shall not unreasonably withhold consent to any remodeling or alterations if the lender's security hereunder is not lengardized Lender shall have the right at any permit any tenant or other person to do so without the written consent or directed and included shall have the right at any consent to any remodeling or alterations if the lender's security hereunder is not jeopardized. Lender shall have the right at any

time, and, from time to, time, to, enter, the Property for the purpose of inspecting the same of baseds caush 12: Completion of Construction: If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction: It some or all of the proceeds of the loan creating the indeptedness are to be used to con-struct or complete construction or make any renovations to any improvement on the Property, Grantor agrees to commence con-struction promplete construction or make any renovations to any improvement on the Property, Grantor agrees to commence con-struction promplete construction or make any renovations to any improvement on the Property, Grantor agrees to commence con-struction promplete construction or make any renovations to any improvement on the Property, Grantor agrees to commence con-struction promptly and in any event within thirty (30) days from the date of this instrument; and complete the same in accordance with complete construction of the property of the same to be the same in accordance of the same struction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction, plans and specifications satisfactory to Lender within eight (8) months of the date of this instrument. Grantor agrees to allow Lender to inspect said Property at all times during construction; Grantor agrees to approximately constructed uncertained of the date of the satisfactory to the date of the date of the satisfactory to the date of the date or-this instrument; Grantor agrees to allow Lender to inspect sale property at all times during construction, Grantor agrees to replace any work or materials unsatisfactory to Lender within fifteen (15) calendar days after notice to the grantor of such fact; and the grantor agrees that work shall not cease on the construction of such improvement for any reason whatsoever for a period

1.3 Taxes and Assessments. Grantor shall pay, when due, all taxes and assessments that may be levied upon or on ac-count of the Property, this Trust Deed or the indebtedness secured hereby, or upon the interest or estate in the Property created or represented by this Trust Deed whether levied against Grantor or otherwise. 1.4 Liens. Grantor shall pay as due all liens or claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of the lender under

this Trust Deed, except for: The lien of taxes and assessments not delinquent;

- Those mentioned in subparagraph 1.5; and a

1.5 Disputed Liens. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute 1.5 **Disputed Liens.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within thirty (30) days after Grantor has notice of the filing, secure the discharge of the lien or deposit with the lender cash or a sufficient surely bond or other security satisfactory to Londer in an amount sufficient to discharge the lien

nonpayment, Grantor shall within thing (50) days after Grantor has nonce of the hing, secure the discharge of the hen of deposit with the lender cash or a sufficient surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien, with the render cash of a sufficient surely bond of other second satisfactory to Lender in an amount sufficient to de plus any costs, attorney fees or other charges that could accrue as a result of foreclosure or sale under the lien. 1.6 Insurance. Grantor shall carry such insurance as the lender may reasonably require. This shall include insurance on the Property against loss or damage by fire and the additional risks covered by a standard endorsement for extended coverage. Insurance on the Property shall be carried in companies and under policies reasonably satisfactory to Lender and shall be main insurance on the Property shall be carried in companies and under policies reasonably satisfactory to Lender and shall be main

the Property against loss or damage by tire and the additional risks covered by a standard endorsement for extended coverage. Insurance on the Property shall be carried in companies and under policies reasonably satisfactory to Lender, and shall be main-tained at all times in an amount equal to the full insurable value of the Property, and in an amount sufficient to comply with any policy under a provisions in any policy.

All policies of insurance on the Property shall bear an endorsement naming Lender as a loss payee, and copies thereof or co-insurance provisions in any policy. All policies of insurance on the Property shall bear an encorsement naming Lender as a loss payee, and copies mereor of certificates therefor shall be deposited with Lender. In the event of loss, Grantor shall immediately notify Lender who may make proof of loss if it is not promptly made by Grantor. Proceeds shall be bayable directly to Lender who may compromise with any in-surance company and make a final settlement which shall be binding upon Grantor. The lender may, at its election, apply the pro-

ceeds to the reduction of the indebtedness or the restoration or repair of the Property. Ceeus to the reduction of the indeptedness of the opticity of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of or certificate for a satisfactory renewal or substitute (TAt least thirty (30) days prior to the expiration of any policy; a copy of the expiration of the

beAUE-2.11: Reserve Payments. If allowed by law, and if Grantor and Lender do not otherwise expressly agree in writing, Lender may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Property by require Grantor to maintain reserves for payment of taxes (including special assessments and other onarges against the troperty of governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserve shall be created by payment reach month to the lender of an amount determined by the lender to be sufficient to produce by the date the reserve for either taxes or hother sufficient to the lender of an amount determined by the lender to be sufficient to produce by the date the reserve for either taxes or hother sufficient to the lender of an amount determined by the lender to be sufficient to produce by the date the reserve for either taxes or each nonmoune iender or an anouncoelemined by medender to be suncient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or

to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums its insufficient. Grantor shall support demand /pay such additional sum as the lender shall determine to be insurance premiums its insufficient. Grantor shall support demand /pay such additional sum as the lender shall determine to be insurance premiums its insufficient. Grantor shall support demand /pay such additional sum as the lender shall determine to be insurance includes to be insurance in the required payment. Example, but is the tract pay of the support of collecting reserves and paying taxes and insurance includes 2.2. Reserve Funds. Lender shall not constitute a trust and Grantor agrees that Lender may commingle reserve funds with other funds of payment. Example, and need not nav Grantor interest on reserves in and need not invest them for the benefit of Grantor Grantor agrees that Lender need not nav Grantor interest on reserves is and insurance interest them for the benefit of Grantor Grantor agrees that Lender need not nav Grantor interest on reserves is and insurance interest them for the benefit of Grantor Grantor agrees that Lender need not nav Grantor interest on reserves is and need not invest them for the benefit of Grantor Grantor agrees that Lender need not nav Grantor interest on reserves is and need not invest them for the benefit of Grantor Grantor agrees that Lender need not nav Grantor interest on reserves is a served of the served in the served in the served is a served of the served in the ser premiums. The reserve shall not constitute a trust and Grantor agrees that Lender may commingle reserve runds with other runds of Lender, and need not invest them for the benefit of Grantor. Grantor agrees that Lender need not pay Grantor interest on reserves, unless applicable statutes require payment of interest not withstanding any contrary agreement.

EXPENDITURES BY LENDER, 31 In the event Grantor shall fall to do any of the following: Pay any taxes, assessments, fees, liens or charges of any kind, now or hereafter existing against the Property а.

6530.39

when the same shall become due;

D. Frovide any insurance required netering of the residence and owing to any person or persons who may aurcuing the structure of the rest of the provi-Pay any sum of sums which may now be of hereafter become due and owing to any person or persons who may contract to the proviand any person or persons which may now be or neleaner become due and owing to any person or persons who may have a claim or interest in or lien upon the Property, or other sums having priority hereto or given or suffered contrary to the provi-

Widing Make any repairs or replacements to the Property required by other provisions hereof; or sions hereof;

while to a Perform each and all of the terms and provisions of this Trust Deed;

2MD

the lender, at Lender's option, without notice to the grantor and without being deemed to have waived any of the provisions hereof, may take such of the following actions as Lender deems appropriate:

Pay any amounts which Grantor has falled to pay.

- A bills Provide and pay for insurance which Grantor has failed to provide;

c. Make any necessary expenditures for repairs: or the second sec 210-11 3.21/ TAny amounts paid or expended by Lender shall become due and payable by Grantor forthwith, shall bear interest at the 3.2¹¹ Any amounts paid or expended by Lender shall become due and payable by Grantor forthwith, shall bear interest at the same rate as provided in the note from the date of expenditure, and shall be secured by the lien of this Trust Deed, together with the reasonable attorney fees and other expenses attending the same; and any such failure on the part of Grantor shall be deemed a previded for the covenants of this Trust Deed. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default) and Lender shall not by taking the required action be deemed to have fured the default so as to be any remedy that Lender otherwise would have had. have cured the default so as to bar any remedy that Lender otherwise would have had.

Vebre

94260 POLE C &

10

Agenese bage 30964

20967

8.4 If this Trust Deed secures a construction loan, any failure of Grantor or builder or any other person or entity to comply perform any provision of any construction loan agreement executed in connection with the loan within twenty (20) days after 0.4 IT This trust Deed secures a construction toan, any failure or Grantor or builder or any other person or entity to comply with or perform any provision of any construction loan agreement executed in connection with the loan within twenty (20) days after receipt of written notice from Beneficiany specifying the failure. Default in any obligation secured by a lien which has or may have priority over this Trust Deed, or the commencement of any action to foreclose any prior lien. Either Grantor or Borrower become insolvent, file a voluntary petition in bankruptcy, become subject to an involuntary have an assignment for the benefit of creditors or consent to the appointment of a receiver or Trustee for 8.6 Either Grantor or Borrower become insolvent, file a voluntary petition in bankruptcy, become subject to an involuntary petition in bankruptcy, make an assignment for the benefit of creditors, or consent to the appointment of a receiver or Trustee for any portion of the Property or all or a substantial part of Grantor's or Borrower's assets. 8.7 Default by Grantor or any predecessors in title of Grantor, as lessee or sublessee, under the terms of any lease or sublease of the Property to which Grantor is a party or through which Grantor's interest in the Property is derived. 9 HELEASE ON FULL PERFORMANCE. When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the above described real property. Trustee shall, without warranty, reconvey the real property to the person legally entitled thereto. Such person shall pay all fees for fulling, the reconveyance and shall pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument. 10.1: Upon the occurrence of any event of default and at any time thereafter, the lender may exercise any one or more of the following rights and remedies: coustnerd with respect to any beloover broken. as a contraction and a construct and a second and a second and a second and a second a se noou and brus i With respect to all or any part of the Property that constitutes reality, the right to foreclose by judicial foreclosure in accordance with applicable law up stored in the Tudy Deer operative of Supply the right to foreclose by judicial foreclosure c. 221 The right to have the Trustee sell the Property in accordance with the Deed of Trust Act of the State of Oregon and the Uniform Commercial Code of the State of Oregon where applicable, at public auction to the highest bidder. Any person except Trustee may bid at the trustee's sale. The power of sale conferred by this Trust Deed and the law is not an exclusive remedy and when not exercised. Lender may foreclose this Trust Deed as a mortgage. The trustee is not obligated to notify any person except unless such action or proceeding is brought by the trustee. d. With respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured being and the second se

Of this right the lender may require any tenant or other user to make payments of rent or use tees directly to the lender, and payments by such tenant or user to the lender in response to its demand shall satisfy the obligation for which the payments are made whether or not any proper grounds for the demand evisted.

energy states and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above costs of the receiver shall exist whether or not apparent value of the Property evceede the indebtedness by a substantial amount. the receivership, against the indeptedness, the receiver may serve without bond it permitted by law. The lender's right to the ap-pointment of a receiver shall exist whether or not apparent value of the Property exceeds the indebtedness by a substantial amount. ceeds of any foreclosure sale are insufficient to pay the entire unpaid indebtedness construction loan agreement, any other security document, or under law.

The right to have a receiver appointed to take possession of any or all of the Property, with the power to protect

tion to accelerate Grantor agrees that Lender may use any default remedies permitted under this Trust Deed and under applicable law. Grantor agrees that Lender, may exercise Lender's rights under this Due-On-Sale provision each time all or any part of the Pro-party or an interact in the Property is cold transformed, assigned, further on supported, or allocated whether or part of the Pro-Haw Grantor agrees that Lender, may exercise Lender's rights under this Due-On-Sale provision each time all or any part of the Pro-perty; or an interest in the Property is sold, transferred, assigned, further encumbered, or alienated whether or not Lender previously exercised Lender's rights under this or any other Due-On-Sale provision. 7.0 1 SECURITY AGREEMENT: FINANCING STATEMENTS. This instrument shall constitute a security agreement with respect to any personal property included within the description of construct of the line with Lender in executing one or more financing statements under the Uniform Commercial Code and This instrument shall constitute a security agreement with respect to any personal property included within the description of the Property. Grantor shall join with Lender in executing one or more financing statements under the Uniform Commercial Code and shall file the statement at Grantor's expense in all public offices where filing is required to perfect the security interest of the lender

8.2 Failure of Grantor within the time required by this Trust Deed to make any payment for taxes, insurance, or mortgage in-surance premiums or for reserves for such payments; or any payment necessary to prevent filing of or discharge any lien. 8.3 Failure of Grantor to perform any other obligation under this Trust Deed within twenty (20) days after receipt of written

Grantor agrees that Lender may, at Lender's option, declare the entire indebtedness immediately due and payable if all or any part of the Property, or an interest therein, is sold, transferred, assigned, further encumbered, or alienated. If Lender exercises its option, declare the entire indebtedness immediately due and payable if all or any part of the Property, or an interest therein, is sold, transferred, assigned, further encumbered, or alienated. If Lender exercises its option, declare the entire indebtedness immediately due and payable if all or any part of the Property of the

to fif all or any part of the Property is condemned, the lender may at its election require that all or any portion of the net pro-ceeds of the award be applied on the indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorney fees necessarily paid or incurred by Grantor and the lender in connection with the con-demnation. If any proceeding in condemnation is filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor hereby assigns to Lender the net proceeds of any condemnation award.

In connection with this transaction and accepted by the lender (herein referred to as "Permitted Encumbrances"). Grantor warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any ac-tion or proceeding is commenced that questions Grantor's title or the interest of the lender under this Trust Deed, Grantor shall de fand the action at Grantor's evenues. If any Permitted Encumbrance is a lien. Granter shall be that question shall de tion or proceeding is commenced that questions Grantor's title or the interest of the lender under this Trust Deed, Grantor shall de-fend the action at Grantor's expense. If any Permitted Encumbrance is a lien, Grantor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

Grantor warrants that it holds merchantable title to the Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the lender, and (b) the encumbrances described as: In connection with this transaction and accepted by the lender (herein referred to as "Permitted Encumbrances"). Grantor warrants and will forever defend the title against the lewful claims other than Permitted Encumbrances of all nersons. In the event any accepted to a supervision of the second s

20966

WARRANTY: DEFENSE OF TITLE

The following shall constitute events of default: 8.1 Any portion of the indebtedness is not paid when it is due.

8

near

19

notice from the lender specifying the failure



Source of the property of the property and refrain from selling other portions. The lender shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrain from selling other portions. The lender shall be entitled to bid at any public safe on all or any portion of the Property. The lender shall give Grantor reasonable notice of the time and place of any public. sale of any personal property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Trust Deed after to the remedy and an election to the formation of the remedy and an election to make expenditures or take action to perform an obligation of Grantor under this Trust Deed after to the remedy and an election to the remedy and an election to make expenditures or take action to perform an obligation of Grantor under this Trust Deed after the remedy and an election to the remedy and a model action to perform an obligation of Grantor under this Trust Deed after the remedy and a model action to the remedy action to the remedy and a model. failure of Grantor to perform shall not affect the lender's right to declare a default and exercise its remedies under this paragraph. because 10.3 In the event suit or action is instituted to enforce any of the terms of this Trust Deed the lender shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. All reasonable

recover itom Grantor such sum as the court may adjudge reasonable as attorney, rees at that and on any appeal. All reasonable expenses incurred by the lender that are necessary at any time in the lender sopinion for the protection of its interest or the en-forcement of its rights including without limitation, the cost of searching records, obtaining title reports, surveyor's reports, at-torneys opinions or title insurance, whether or not any court action is involved, shall become part of the indebtedness payable on demand and shall bear interest of the same rate as provided in the note from the date of expenditure until paid. 111055 NOT/CE from of proceeding to brought by the trustee

beic any notice under this Trust Deed shall be in writing and shall be effective when actually delivered or, if mailed, when Any notice under this frust Deed shall be in writing and shall be effective when actually delivered or, if malled, when deposited as registered or certified mail directed to the address stated in this Trust Deed. Either party may change the address for notices by written notice to the other party. If aste coulous to the the Deed Either party may change the address the nutices coulous coulous could be contracted by the trust of the state of the other party in the address the nutices could be address and the state of the other party of the address of the state of the state of the other party of the address the nutices could be address of the other party of the state of the address the nutices of the state of the other party of the state of the s

In scort2:10Subject to the limitations stated in this Trust Deed on transfer of Grantor's interest, this Trust Deed shall be binding upon and inure to the benefit of the parties their successors and assigns a use in the upon and inure to the benefit of the parties their successors and assigns a use it is not to provide the parties their successors and assigns a use it is not to provide the parties the parties the provident of the parties the provident of the parties of the parties of the parties of the parties the provident of the parties the provident of the parties of

12.2 In construing this Trust Deed and the term Deed of Trust or Trust Deed shall encompass the term Security Agreement when the instrument is being construed with respect to any personal property.

12.3 (Attorneys/fees." Attorneys fees, "as that term is used in the note and this Trust Deed, shall include attorneys' fees, if any, which may be awarded by an appellate court.

RETURN STO: OU/WESTERN BANK bay Itilates & Isar Succession of the rest and the second rule cost and the rest us! 200 or the mornie bloc hendion ANUEU SII COOS BAY OR 97420 Deed and Orville E. Hodges three of ecopath intradict coor problems

RELEASE ON FULL PERFORMANCE.

STATE OF OREGON,

County of Klamath

FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, GRE.

BE IT REMEMBERED, That on this 2nd before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Orville E. Hodges and Margaret N. Hodges** December No. 1

known to me to be the identical individual.⁵ described in and who executed the within instrument and acknowledged to the that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal the day and year last above written

Coroline H. Moro

Notary Public for Oregon. My Commission expires 2-4-90 REQUEST FOR RECONVEYANCE AND A SUBJUCT AND A DECEMPTION OF THE RECONVEYANCE AND A DECEMPTION OF THE RECONVEY AND A DECEMPTION OF THE RECONVE AND A DECEMPTION OF THE RECONVERT AND A DECEMPTION A DECEMPTION OF THE RECONVERT AND A DECEMPTION A DECEMPTION OF THE RECONVE and Derig To Trustee SITY AGREEMENT FINANCING STATEMENTS 35632

11001

The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other indebtedness secured by this Trust Deed, have been paid in full You are hereby directed to cancel said note or notes and this Trust Deed, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Deed to the . Grentor agrees that Lenger may at Lengers option, declare the sittle independences involves topical and provide the bropenty or an independence. The Property or an independence, must use any default temperate topical option. Topication and the property of an independence must be solved and the property of an independence. The property of an independence must be solved and the property of an independence must be solved and the property of an independence. The property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option, declare the solved and the property of an independence option option

Setton and obtain the averal trantal bettory assigns to content the net proceeds of the event of the obtained to averal the analytic of the property is content of the feature of the net proceeds of the event of the content of the reader of the proceeds of the event of the content of the reader of the reader of the event of the reader of the reader of the event of the reader of The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other in-debtedness secured by this Trust Deed, have been paid in full. You are hereby directed to cancel said note or notes and this Trust debtedness secured by this trust beed, have been paid in full, you are nereby directed to cancel said note or notes and this trust Deed, which are delivered hereby; and to reconvey, without warranty; all the estate now held by you under this Trust Deed to the person or persons legally entitled thereto. School of complete reliance the state now held by you under this Trust Deed to the Date the school of country of the school of the Date the school of country of the school of

STATE OF OREGON: COUNTY OF KLAMATH:

22 Filed for record at request of _____ Aspen Title Co. A.D., 1988 at 3:25 o'clock P.M., and duly recorded in Vol. Dec. of 8th dav of _ Mortgages M88 on Page Evelyn Biehn 20964 FEE \$23.00 - County Clerk By Daulene mulendace