그는 그는 것 그는 그는 바람에 가 것 같아.	1 #01027895	STEVENS-NESS LAW PUB. CO., PORTLAND, OR 97204
FORM No. 881-Oregon Trust Deed Saries-TRUST	DEED. Aspen #01032895	978
or 96163	TRUST DEED	Vol mgg Page 310
THIS TRUST DEED, M WESLEY R. MACKENZ	nade this16thday of Novembe ZIE	
as Grantor, ASPEN TITLE ROY J. ROBINSON	& ESCROW, INC.	, as Trustee, and
in Klamath	WITNESSETH: ats, bargains, sells and conveys to trustee in County, Oregon, described as: PTION MARKED EXHIBIT "A" ATT E MADE A PART HEREOF AS THOUS	ACHED HERETO AND

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TEN THOUSAND and No/100-

becomes due and payable. In the overthe the management of the secure of the s

pellate court shall adjudge reasonable as the beneticiary's or trustee's attor-ney's lees on such appeal. It is mutually agreed that: B. 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, if its o elects, to require that all or any portion of the monies payable right, if its o elects, to require that all or any portion of the monies payable or pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and paplied by it its upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by bene-biciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, all to some expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary, payment of its fees and presentsion 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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals there of any matters or facts shall be conclusive proof of the truthulness there in the star star of the services mentioned in this paragraph shall be not less than \$5. If Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the dequacy of any security for the indebtedness hereby secured, enter upon and or otherwise collect the rents, issues and profits, including those past due and or otherwise collect the rents, even any indebtedness secured hereby, and in such order as berticiary may detartine. If the entering upon and taking possesion of said property, the collection of such rest, issues and profits or compensation or release thereod as life and other invalidate any detault or notice of default hereunder or invalidate any act or empression or release thereod as a doresaid, shall not cure or waive any delault by grantor in payment of any indebtedness secured hereby, and in such order as berginsor may detault by grantor in payment of any indebtedness secured here or invalidate any act done here one of the secure of the secure or in bis sectored as directing, shall not cure or waive any delault by grantor in payment of any indebtedness secured here or invalidate any act done here one of the secure of the sectore as a sectored or invalidate any act done here or invalidate any act done waive any delault by grantor in payment of any indebtedness secured here or invalidate any act done waive any delault by grantor in payment of any indebtedness secured here or invalidate any act done waive any delault by grant or inclust here or invalidate any act done waive a

waive any default or notice of default nereunder of invantate any actionate 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 sesnece with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an devent the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortfage or direct the trustee to foreclose this trust deed advertisement and sale, or may direct the trustee to foreclose this trust deed advertisement and sale, or may direct the trustee to foreclose this trust deed latter event the beneliciary or the trustee shall execute and cause to be recorded his united notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall proceed to foreclose this trust deed in the manner provided in ORS 36.735 to 86.735.

proceed to loreclose this trust deed in the manner provided in ORS 86.735 to 86.795. 13. Alter the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileded by ORS 86.753, may cure the default or defaults. If the default may be cured by paying the entire amount due at the time occurred. Any other default may be cured by paying the obligation or trust deed, we can default may be cured by paying the being cured may be cured by up care in addition to curing the default of the sale of the default of the sale of the default of the sale of the sale

and expenses actually incurred in enforcing the obligation of the trust deded together with trustee's and attorney's less not exceeding the amounts provided by law. 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 set the time of sale. Trustes shall deliver to the purchase; its deed in form as required by law conveying the property so sold, but without any covenant fact shall be conclusive proof of the truthfulness the ded of any matters. The trustee may sell act trustee the grantor and beneficiary, may purchase that shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase the powers provided herein, trustee shall adply the proceeds of sale to pay ment of (1) the expenses of sale, in-cluding the compensation of the trusted by the trust deed, (3) to all persons throng. (2) to the obligation such the order of their priority and (4) the surplus, if any, to the known to to his successor trustee appointed herein and barying. The proceeds of sale to any matters of the trustee of the surplus, it any, to the known to to his successor trustee in the trust surplus. 16. Beneficiary may from time to time appoint a successor or succe-sors to any trustee named herein or to any successor trustee appointed herein and trustee thall be vested with all title. *paecet and thus successor* induces the made by written instrument executed by peneficiary and hobituiton shall be made by written instrument executed by peneficiary which the property is situated, shall be conclusive proof of proper appointent of the successor trustee. If Trustee accepts this trust when this deed, duy executed and obligated to notily any party hereto of pending sale of any other deed of any 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.

 $\overline{}$ ~~

979 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 flamine 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. X Upsley K. Mockarde * 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. Wesley R. Mackenzie (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF XXXXXXX CALIF STATE OF OREGON.) ss. **S**5. County of Los Angeles County of This instrument was acknowledged before me on This instrument was acknowledged before me on December 23 19.88by Wesley R. Mackenzie OFFICIAL SEAL GUITA AMIRI MASSOUMI NOTARY PUBLIC CALIFORNIA My Comm. Expires May 17, 1991 Notary Public for QUERRY Notary Public for Oregon (SEAL) My commission expires: May 17, 1991 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been p, Trustee *TO*: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to , **19** DATED: Beneficiary ot 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. STATE OF OREGON, TRUST DEED 65. County of (FORM No. 881) 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 SPACE RESERVED Grantor page or as fee/file/instru-FOR ment/microfilm/reception No......, RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of **Beneficiary** County attixed. AFTER RECORDING RETURN TO Aspen Title Aspen Title Attn: Collection Dept. -----..... TITLE NAME By Deputy EXHIBIT "A"

PARCEL 1:

All that portion of the NW 1/4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point 1320 feet East from the Northwest corner of Section 1 in said Township and Range; thence Southerly at right angles to said North line of Section 1 to the Northerly line of the State Highway; thence running Easterly along the Northerly line of the State Highway to a line running parallel with and 330 feet East of the first course herein described; thence Northerly to the North line of said Section 1; thence Westerly along the North line of said Section 1, 330 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed in Deed recorded August 22, 1978 in Book M-78 at page 18594.

PARCEL 2:

All those portions of the SW 1/4 NW 1/4 and of Lot 4, Section 1, Township 40 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the North and South centerline of the NW 1/4 of said Section at its intersection with the North line of Klamath Falls-Ashland Highway; thence North 650 feet, more or less, along the East and West centerline of said Northwest quarter of said Section, being the line of county road; thence South 59 degrees 19' 40" West along said centerline a distance of 100.28 feet; thence South 40 degrees 10' 34" West a distance of 242.71 feet; thence South 17 degrees 13' 36" West a distance of 53.01 feet to intersection with the North line of Klamath Falls-Ashland Highway; thence Southeasterly along the line of said Highway to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.