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19.89..., between

THIS TRUST DEED, made this 1900
 Billy L. Wirch and Nancy L. Wirch

as Grantor, Mountain Title Company
Gary T. Whittle dba Whittle Construction Co.

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in ... KLAMATH County, Oregon, described as:

Lot 6 WINEMA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon EXCEPTING THEREFROM the Westerly 17.9 feet thereof.

Tax Account No: 3909 001BA 00700

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 ****Fifteen Thousand and no/100's **** Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable. If the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable, the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable.

note of even date herewith, payable to beneficiary, February 15, 1993, on which the final installment of said note not sooner paid, to be due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, 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, 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.

IN WITNESS WHEREOF, the grantor and grantee have hereunto set their hands and seals, and the grantor agrees: _____ granting any easement or creating any restriction thereon; (c) join in any deed or instrument affecting this deed or the lien or charge thereon.

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, when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions which said property; if the beneficiary is a corporation, to join in executing all financing statements pursuant to the Uniform Commercial Code; to pay for all taxes and assessments payable for filing same in the public records; to pay for the cost of all lien searches made by the beneficiary; to pay for the cost of all lien searches made by proper public office or offices, as well as the cost of all searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary; to provide and continuously maintain insurance on the buildings owned by the beneficiary against fire, theft, windstorm or damage by fire.

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 hazard as the beneficiary may from time to time require, in an amount not less than \$ full ins. payable to the latter; all companies acceptable to the beneficiary as soon as insured; and all policies of insurance shall be delivered to the beneficiary as soon as insured; and the grantor shall fail for any reason to procure any such insurance and deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense as applied by beneficiary under any fire or other insurance policy then in force; and the beneficiary may collect under any policy of insurance so collected, or if the beneficiary may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default, notice of default hereupon or invalidate any act done pursuant to such notice.

[illegible]

6. To pay all costs, fees and expenses of this trust including the costs of title search as well as the other costs and expenses of the trustee incurred in enforcing this obligation and trustee's and attorney's fees actually incurred, and defend any action or proceeding purporting to affect the title to the property of the trust; and in any suit or action in which the trustee is or may be involved.

[illegible]

It is mutually agreed that:

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, if it so elects, to request 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, be necessarily paid or incurred by the grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses paid or incurred by beneficiary in the trial and appellate courts, and then the balance applied upon the indebtedness in such proceedings, and beneficiary agrees, at its own expense, to take such actions secured hereby; and grants, and agrees, that beneficiary shall be necessary to execute such instruments as shall be necessary in obtaining such compensation upon written request of beneficiary.

(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 or charge subordination or other agreement affecting this deed or the property. The grantee in any reconveyance may be described as "person or persons entitled thereto," and the recitals thereof in 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 not be less than \$5.

10. Upon any default by grantor or agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security provided by or for said property, the lender may, at its option, at any time without notice, either in person or by a receiver to be appointed by a court, enter upon and take and lawfully collect the rents and profits of the premises described in the foregoing recited articles of said property, in its own name and for its own use and benefit, and apply the same to the payment of the principal and interest on the loan, and to the payment of all costs and expenses of operation and collection, including reasonable attorneys' fees and expenses of litigation, and to the payment of all other debts and liabilities of said property, and in such order as the lender may determine.

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][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the trustee may sell said property or any part thereof as provided by law. The trustee and shall sell the parcel or parcels in one parcel or in separate parcels for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law concerning the property so sold, but without any warranty, express or implied. The recitals in the deed of any person, excluding the trustee, but including the truthfulness thereof, may purchase at the sale. The trustee shall provide herein.

15. When the proceeds of sale to payment of (1) reasonable charge by trustee shall exceed the compensation of the trustee provided by the trust deed, (2) to the attorney, (3) to the interests subsequent to the interest of their priority and (4) having received the balance, the trustee shall distribute the same to the beneficiary or beneficiaries if their interests may appear in the order of interest in interest entitled to the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. Beneficiary may from time to time appoint a successor or trustees appointed

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and without conveyance to the said successor or successors. Upon such appointment, and without conveyance to the said successor or successors, the latter shall be vested with all title, powers, duties and fees, upon any trust herein named or appointed hereunder, executed by beneficiary and substitution shall be made by written instrument of the county or counties 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 of the successor trustee. Beneficiary, by executing this deed, irrevocably and exclusively, accepts this trust when this deed, duly executed by beneficiary, is recorded in the mortgage records of the county or counties in which the property is situated.

17. Trustee accepts this trust when this deed, duly acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or 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 595.525 to 595.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

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

STATE OF OREGON,

County of Jackson

ss.

This instrument was acknowledged before me on Jan. 10, 1989, by Billy L. Wirch & Nancy L. Wirch

(SEAL)

Notary Public for Oregon

My commission expires: 8-26-89

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.

TO: OF OREGON, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: , 19

Beneficiary

Do not 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.

Billy L. & Nancy L. Wirch

Grantor

Whittle Construction

Beneficiary

AFTER RECORDING RETURN TO

Mountain Title Co.,
820 Crater Lake Ave.
Medford, Ore.

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON,
County of Klamath

ss.

I certify that the within instrument was received for record on the 19th day of Jan., 1989, at 3:15 o'clock P.M., and recorded in book/reel/volume No. M89 on page 1183 or as fee/file/instrument/microfilm/reception No. 96266, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline Mulenbath Deputy