997733     THIST DEED     Vol.mdt Page 5614 s       11     CTTTS TRUST DEED, made office     Since M. MARCH     19.99, between       as Genter, A. MORTINE, AND STRUCT AND STRUCT AND MARCH     19.99, between       as Genter, ASPEN TITLE & ESCROW, TRU     Since M. MARCH     as Trustee, and       as Genter, ASPEN TITLE & ESCROW, TRU     Since M. MARCH     as Trustee, and       as Genter, Since Since M. MARCH     Componation     as Trustee, and       as Genter, Since Since M. MARCH     Componation     as Trustee, and       as Genter, Since Since M. Marching and Componation     as Trustee, and       as Genter, Since Since M. Marching and Componation     Since Astronomy Componation       Componation     Since Astronomy Componation     Since Astronomy Componation       Barrow Since Since Since Marching and and componation of the Componation     Since Astronomy Componation       Componation of the Componatio	FORM No. 881-Oregon Trust Deed Series-TRUST DEED.	STEVENS-NESS L	AW PUBLISHING CO., PORTLAND, OR. 97204
THIS TRUST DEED and the 15 draw of MARCIA 19 9 draw of MARCIA 19 0 draw of MARCIA 1	[1] A set of the se	RUST DEED VOLME	
BEBLYEST TALKAR A DESCADO, COMPORTIDO as Brude, and Structure, and Structure, and Structure TALLAS A DESCRIPTION AND ADDRESS THE STRUCTURE STRUCTU	HECTOR M. MARIANI AND SAN		, 19.89., between
<text></text>	as Grantor, ASPEN TITLE & ESCROW, INC REALVEST JNC, A NEVADO C	UN PUNATION	, as Trustee, and
Control for concepts of strates in trates in trasts, with power of vale, the property is in the intervent of the property is in theproperty is in theproperty is i	as Beneficiary,		,
<text></text>	Grantor irrevocably grants, bargains, sells and inKIAMATHCounty, Oregon, de	conveys to trustee in trust, with p scribed as:	
<text></text>	PARCELS 39 AND 40, BLO ESTATES HIGHWAY 66, L	CK ZZ KLAMATH FA INITI, KLAMATH (	HUS FOREST DUMY, ONE ECON
<text></text>	n an	BAR, MARINE IN THE REPORT OF THE REPORT OF	
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Dulks, with interest three no according to the terms of a promissory protocol of the terms of a promissory protocol of the dulk and protocol of the terms of terms of the terms of terms of terms of the terms of ter	tion with said real estate.	thereof and an institles now or hereafter a	ttached to or used in connec-
<ul> <li>The date of maturity of the dots encured by the first arrange of the name of the second of the second by the first within described property, can print denomination and property of the second of the maturity dates expressed therein, or the observed the second by the denomina second by the instrument of the i</li></ul>	(\$ 11,539,12) note of even date herewith, payable to beneficiary or order and	Dollars, with interest thereon according	to the terms of a promissory incipal and interest hereot, if
<ul> <li>and regard the the networks of a lab property.</li> <li>aname and here in a lab property.</li> <li>and the lab property is the lab property is the lab property.</li> <li>and the lab property is the lab property.</li> <li>and the lab property is the lab property is the lab property.</li> <li>and the lab property is the lab property is the lab property.</li> <li>and the lab property is t</li></ul>	The date of maturity of the debt secured hy this instrume becomes due and payable. In the event the within described pro- sold, conveyed, assigned or alienated by the grantor without i then, at the beneticiary's option, all obligations secured by this herein, shall become immediately due and payable. The above described reol property is not currently used for agri	nt is the date, stated above, on which the operty, or any part thereol, or any interes lirst having obtained the written consent o instrument, irrespective of the maturity	final installment of said note t therein is sold, agreed to be
<ul> <li>By ding ollicits or starching admeter as may be deemed desirable by the interval of provide and community maintain intervance on the hubiding the provide and control works for a starching there are beneficiary may from function to be intervention of the start of the beneficiary that the beneficiary that is the start of the beneficiary that is the start of the beneficiary that is the start of the beneficiary that is the beneficiary that is the start of the start of the start of the beneficiary that is the beneficiary that is the start of the start</li></ul>	and repair: not to remove or demolish any building or improvement thereo not to commit or permit any waste of said property. <ol> <li>To complete or restore promptly and in good and workmannih manner any building or improvement which may be constructed, damaged of destroyed thereon, and pay when due all costs incurred therefor.</li> <li>To comply with all laws, ordinances, regulations, covenants, cond ion restrictions allecting such linearing pursuant to the Ministry Sorteru Constant Control Contro</li></ol>	Subordination or other adreement alkecting thereol; (d) reconvey, without warrant ke game in any reconveyoner may be dev legally entitled thereto," and the recitats the be conclusive proof of the fruthfulness ther is services mentioned in this practicate shall be 0. Upon any default by grantor h time without notice, either in person, by a	this deed or the lien or charge or any part of the property. The visited as the "prevent or persons vein of any matters or lacts shall out Truster's lees for any of the part less than \$5. reunder, beneficiary may at any fent or by a prevent to be ap-
<ul> <li>11. Upon delaufit by general in payment of any indelatedness secured activity and any proceeding in any indelatedness secured activity in the beneficiary of any provided in the beneficiary and the beneficiary and</li></ul>	A To provide and continuously maintain insurance on the building now or hereafter receied on the said premises adainst loss or daugale by fir and such other haards as the beneficiary may from time to time require, is an amount not less than \$ companies acceptable to the beneficiary, with loss payable to the latter; al policies of insurance shall be delivered to the heneliciary as woon as insured it the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least litteen days prior to the safe of the safe ton of any policy of insurance pow or hereafter observed on your safe of the safe ton of any policy of insurance pow or hereafter observed on your of the safe of the safe on the safe of the sa	<ul> <li>etty or any part thereof, in its own name sisses and prolits, including those past due sisses and prolits, including those past due sies less costs and expenses of operation and colle pey's lees upon any indebtedness secured he licitary may determine.</li> <li>11. The entering upon and taking collection of such rents, issues and prolits, collection of such rents, issues and prolits, constraine policies or compensition or averads property, and the application or telease there waive any delaylit or notice of delayut heree</li> </ul>	and take possession of said prop- ure or otherwise collect the rents, and unpaid, and apply the same, extion, including reasonable after- tehy, and in such order as bene- possession of said property, the protection of said property, the or the proceeds of fire and other for any taking or damage of the
<ul> <li>The definition of the standard line data payment of any taxes, assesses that the standard line charge payment is line or other charge spathe by furnish with which is the standard line charge spathe by furnish with which is the standard line charge spathe by furnish with which is the standard line charge spathe by furnish with which is the standard line charge spathe by furnish with which is the standard line charge spathe by furnish with which is the standard line formation is payment. Shall be added to and become a part of the dbt searced by the standard line to the dbt searced by the standard line to the standard line to</li></ul>	collected under any life of other insurance policy may be applied by beneficiary upon any indebiedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereoi, may be released to grantor. Such application or release shall not cure or waive any default or notice of delault hereunder or invalidate any fat denersiant by a consistent of the second sec	12. Upon default by grantor in payn hereby or in his performance of any agreement declare all sums secured hereby immediatel event the beneficiary at his election may pri- in equity as a mortfage or direct the truste advertisement and sale. In the latter event the execute and cause to be recorded his written to sell the said described real property to berefity, wheremon the truste with the described of the sale of the s	in hereunder, the beneficiary may y due and payable. In such an occed to foreclose this trust deed e to foreclose this trust deed by be beneficiary or the trustee shall notice of default and his election satisfy the obligations secured
overanis hereol and for such payments, with interest as aloresaid, the prop- try hereinbelor described, as well and to then be due had no delault occurred, and thereby curre that described, and like payments all be innurediately due and payable with a more service of all such payments and the beneficiary. It described and such payments and the point of the beneficiary and the second all such payments and the point of the beneficiary on brack of this trust deed immediately due and payable with the titustee. It described, and well second expenses of this trust including the connection with or in enforcing this obligation and trustee's and altrony exactually inclured. 7. To appear in and defend any action or proceeding purporting to the the second in the parties of parties at the other costs and expenses that described, and well and the beneficiary or trustee and in any payable at the time of sale. Trustee shall deliver to the brighest bidder for cash, payable at the time of sale. Trustee shall deliver to the brighest bidder for cash, payable at the time of sale. Trustee shall deliver to the brighest bidder for cash, payable at the sale. The recitable the unchases there of any pay all casts and expenses of the pay all casts and expenses of sale, and expenses the pay all casts and expenses of the trusts and expenses the pay all casts and expenses of the sale expenses of sale, first the recitable the section of the expenses of sale, first the recitable the section of the expenses of sale, first the recitable the section of the expenses of sale, first the pay all casts and pay all casts that expense of the trusts and expenses that first event that any portion of all cass shall be the trusts and all cases shall be conclearly any pay all casts and the another appeal. It is neutrally appreed that: A in the event that any portion of the monine payable the trust expense the sale cases and the expense of the monine payable around a structually appreed that: the inder this and appeal. The trust dereash and the any portion o	to beneficiary; should the grantor lail to make payment of any taxes, assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with lunds 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 note secured breby, together with the obligations described in paragraphs 6 and 7 of this rust deed, shall be added to and become a part of the dobt secured by this rust deed, without waiver of any rights arising from breach of event	13. Should the beneficiary elect to for then after default at any time prior to five frustree for the trustee's sale, the granter or ORS 86.760, may pay to the beneficiary or tively, the entire amount then due under the obligation secured thereby (including costs ar	eclose by advertisement and sale days before the date set by the other person so privileged by his successors in interest, respec- terms of the trust deed and the despense actually incurred in
<ul> <li>6. To pay all costs, lees and expenses of this trust including the cost as and expenses of the trustee incurred in the beneficiary or trustee's and attorney's escurity tights or powers of beneficiary or trustee and any paper, including evidence of tile and the beneficiary's or trustee's attorney's lees mentioned in this parafraph 7 in all cases shall be trusteed at the interest of any parafraph 7 in all cases shall be trusteed at the interest of any parafraph 7 in all cases shall be trusteed at the interest of any parafraph 7 in all cases shall be trusteed at the interest of the provided by the trustee and a treasnable cast in expense in a such appeal.</li> <li>15. When trustee sells pursuant to the powers provided berein, trustee shall adjudge treasnable as the beneficiary's or trustee's attorney's lees mentioned in this parafraph 7 in all cases shall be a parafraph 7 in all cases shall be accorded liens subsequent to the interest of all persons the costs, spensel.</li> <li>15. When trustee sells pursuant to the powers provided berein, trustee shall adjudge treasnable as the beneficiary's or trustee's attorney's lees mentioned in this parafraph 7 in all cases shall be accorded liens subsequent to the interest of all persons the costs, spensel.</li> <li>16. For any treason permitted by law beneficiary may trust the ange of the trustee interest way apper and parafraph 7 in all cases the parafraph 7 in all cases shall be accorded liens subsequent to the interest of the trustee in the trustee shall adjudge treasnable as the beneficiary's or trustee's attorney's lees mentioned in this persons at the spenses.</li> <li>16. To any treason permitted by law beneficiary may truste in any trustee in any trustee and provided by beneficiary. Containing the trust exponses and attorney's lees mentioned in the provide and the trustee and papellate court shall adjudge treasonable casts and expenses and attorney's lees in the trust exponses and attorney's lees and present and expenses and attorney's lees in exponses and</li></ul>	covenants hereot and for such payments, with interest as aloresaid, the prop- etty hereinbelore described, as well as the frantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with- bout notice, and the nonpayment thereol shall, at the option of the beneficiary, render all suns secured by this trust deed immediately due and payable and constitute a breach of this trust deed.	creding the annunts provided by law) other cipal as would not then be due had no del the default, in which event all foreclosure p the trustee. 14. Otherwise, the sale shall be held or place desidented in the notice of which or the	than such portion of the prin- nult occurred, and thereby cure occedings shall be dismissed by n the date and at the time and
<ul> <li>Inding evidence of fille and the beneficiary's or truste's attorney's less, the final court and in the event of an appeal from any judgment of the process of sale in a consolable charge by frustee's attorney's less on such appeal.</li> <li>It is mutually agreed that: <ol> <li>It is mutually agreed that:</li> <li>In the event that any portion or all of said property shall be taken in secoss of the amount courter by faotor in such appeal.</li> <li>In the event that any portion or all of said property shall be taken is observed by the successor is accessor trustee in the trust event of the successor is accessor trustee. The secosis is a such appeal.</li> <li>It is mutually agreed that:</li> <li>In the event that any portion or all of said property shall be taken is observed as the interest of the trustee in the trust event is a successor or successors to any trustee mender at the interest or the successor trustee. The pointed herein a successor trustee is the successor trustee is the successor trustee is the beneficiary may point or to any portion or to any portion or the point tempt as successor trustee. The point of the successor trustee is the interest of the successor trustee is the successor trustee is the successor trustee. The successor trustee is the successor trustee is the successor trustee is the successor trustee. The successor trustee is the successor trustee is the interest of the successor trustee is all the recurred by beneficiary is such as and property is situared, shall be conditioned in the other county is situared, shall be conditioned in the other county is situared, shall be conditioned in the other county is situared, shall be conditioned in the other county is situared, shall be conditioned as the individence of the successor trustee. The successor trustee is not the successor trustee is not the county or counting televance is the other county is situared, shall be conditioned in the other county is situared, shall be conditioned is the successor trustee. The successor trustee is</li></ol></li></ul>	11 title search as well as the other costs and expenses of the trustee incurred n connection with or in enforcing this obligation and trustee's and attorney's ees actually incurred. 7. To appear in and delend any action or proceeding purporting to illect the security rights or powers of beneficiary or trustee; and in any suit, ction or nocceeding in which the hereliciary or trustee; and in any suit,	shall deliver to the purchaser its deed in form the property so sold, but without any covena- plied. The recitals in the deed of any matters of the fruthluness thereof. Any person, esclu- the granter and beneficiary, may purchase at th	is at the time of sale. I rustee I as required by law conveying nt or warranty, express or im- of lact shall be conclusive proof ding the trustee, but including e sale.
<ul> <li>A in the event that any portion of all of soul property shall be taken the taken of the anomical on hereiciary shall be are the source taking, which are in excess of the anomical tequired of the source tequired by the source taking, which are in excess of the anomic required by the source taking, which are in excess of the anomic required by the source taking, which are in excess of the anomic required by the source taking, which are in excess of the anomic required by the source taking, which are in the source taking, which are in the source taking, which are in the source taking, which are interesting to the anomic required by the source taking and another costs, necessarily paid or incurred by beneficiary and the source taking and another costs, necessarily paid to beneficiary and the source taking and the balance appointed upon the indefidences the formation promptly upon beneficiary's request exceeding to take such actions the source and transfer to take such actions the source and the source and promotice transfer and the source and the sou</li></ul>	Juding evidence of title and the beneficiary's or trustee's attorney's lees, the mount of attorney's lees mentioned in this paraforaph 7 in all cases shall be ired by the trial court and in the event of an appeal from any judgment or lectee of the trial court, grantor lutther agrees to pay such sum as the ap- ellate court shall adjudge reasonable as the beneficiary's or trustee's attor- ey's lees on such appeal. It is mutually agreed that:	15. When trustee sells pursuant to the shall apply the proceeds of sale to payment of cluding the compensation of the trustee and a attorney. (2) to the obligation secured by the having recorded liens subsequent to the inter- deed as their interests may appear in the ende- surplus, if any, to the grantury or to his uncre-	powers provided herein, trustee of (1) the expenses of sale, in- reasonable charge by trustee's trust deed. (3) to all persons st of the trustee in the trust of the trustee in the trust
4. The second energy and planter affects at its own expense, to take such actions that be conclusive proof of proper appointment of the successor trustee. 6. At any time and from time to time upon witten request of bene- relation, promptly upon beneficiary's request. 7. At any time and from time to time upon witten request of bene- ting, payment of its lees and presentation of this deed and the note log adorsement time and the successor trustee is not obligated to notify any party hereto of pending sale under any after a deed of the successor trustee is not adorsement to find sale under any after a provided by law. Trustee is not adorsement the find sale under any after a provided by law. Trustee is not adorsement the successor trustee.	After the tight of enument domain or condemnation, beneficiary shall have the ght, if it is o elects, to require that all or any portion of the monies payable is compensation for such taking, which are in excess of the amount required or pay all reasonable costs, expenses and attorny's lees necessarily paid or exurced by grantor in such proceedings, shall be paid to beneficiary and opplied by it list upon any reasonable costs and expenses and attorney's lees, oth in the trial and annellate costs.	16. For any renson permitted by law time appoint a successor or successors to any successor truster appointed hereunder. Upon s conveyment of the successor trustee, the latter powers and dutte successor dupon any truste becember Fach to successor.	rusfee named herein or to any uch appointment, and without shall be vested with all title, e herein named or appointed
e liability of any person for the payment of the indebledness, trustee may shall be a party unless such action or proceeding is brought by trustee	any in such proceedings, and the balance applied upon the indelifedness cured bretely; and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com- mation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene- iary, payment of its lees and presentation of this deed and the note for dorsement (in case of full reconvergences, for cancellation) without aftertion	shall be conclusive proof of proper appointment 17. Trustee accepts this trust when t acknowledged is made a public record as pro obligated to notify any party hereto of pending trust or of any action or necessition is which	of the successor trustee. his deed, duly executed and vided by law. Trustee is not sale under any other deed of

NOTE: The Trust Deed Act provides that the trustee bereunder must be either an attainey, 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.

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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, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. (T compliance with the Act is not required, disregard this notice. 10 fif the signer of the above is a corporation, STATE OF CALIFORNIA COUNTY OF\_\_\_\_\_ ORANGE lss On MARCH 20, 1989 .....and ,before me, the undersigned, a Notary Public in and for said State, personally appeared HECTOR M. MARIANI AND SANDRA M. MARIANI ), each being first ..... { instrument is the personally known to me (or proved to me on the basis of satisent was signed and board of directors; its voluntary act scribed to the within instrument and acknowledged to me that OFFICIAL SEAL KATHLEEN J. SELEPEC fie/sife/they executed the same. Notary Public - California ORANGE COUNTY WITNESS my hand and official seal. (OFFICIAL SEAL) My Commission Expires July 29, 1991 (This area for official notarial seal) TO: ..... 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 statule, 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 bytyou under the same. Mail reconveyance and documents to ...... DATED: Beneficiary Do not last or destray this Trues Deed OR THE NOTE which is encures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, (FORM No. 881) County of \_\_\_Klamath SS. STEVENS-NESS LAW PUB. CO. I certify that the within instrument was received for record on the 4th .... day April , 19 89., of ..... at 10:11 o'clock A.M., and recorded SPACE RESERVED Grantor in book/reel/volume No. \_\_\_\_\_\_M89\_\_\_\_\_ on FOR page \_\_\_\_\_\_ or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No....98733., Record of Mortgages of said County. Beneliciary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. REALVEST JAC BO 438 SUCAMON BO Evelyn Biehn, County Clerk SANTA MONICA CAL 90402 By Darlen Mullerday Deputy Fee \$13.00

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