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CHARLES J. STIEGLITZ & BETTY L. STIEGLITZ, husband and wife
as Beneficiary,

Lot 4 in Block 32 of TRACT 1184 - SECTION 17, T4S, R12E, N1E, FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3507 017BC 01600

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
TWELVE THOUSAND AND no/100***** according to the terms of a promissory

not sooner paid, to be due and payable as per terms of note
 the date, stated above, on which the final installment of said note

not sooner paid, to be due and payable as per terms of note

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.

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 thereon and pay when due all costs incurred therefor.

to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary is a Uniform Commercial Code as the beneficiary may require and pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay all act done pursuant to such notice.

6. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and prompt payment of any taxes, assessments, insurance premiums, liens and other charges payable by grantor, either by direct payment or by paying beneficiary with funds with which to make such payment. Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured by this hereby, together with the obligations described in paragraph 4 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from a breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the payment of the obligation herein same extent that they are due for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

7. That the beneficiary shall be entitled to the principal and interest secured by this trust deed immediately due and payable and to enforce the same by a foreclosure of this trust deed.

8. That the beneficiary shall be entitled to the principal and interest secured by this trust deed including the cost of foreclosure.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit or action brought by or against which the beneficiary or trustee may appear, including proceedings for foreclosure of this deed, to pay reasonable expenses, in any suit for the foreclosure of this deed, or trustee's attorney's fees; the amount of such costs shall be ascertained in this paragraph 7, in all cases shall be paid by the grantor, and in the event of an appeal from such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees, the appellant shall advance such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees, and the appellant shall advance such sum.

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, the beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable therefor, which are in excess of the amount required as compensation for such takings, less attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by him upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request, and time upon written request of beneficiary.

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons granted into this reconveyance" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the acts mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent, or by attorney, be appointed by a court, and secured, enter upon and take possession of said property in any part thereof, in its own name sue or otherwise collect the same, and all issues and profits, including those past due and to become due, and all costs and expenses of operation and collection, including reasonable attorney's fees and any indebtedness secured hereby, and in such order as beneficiary 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.

waive any default or notice of default in such notice.
 2. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, this being of the essence with respect to such payment or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the beneficiary in his election may proceed to foreclose this trust deed by or through a trustee or he may elect to pursue any other right or remedy, either at law or in equity, to which he may be entitled by advertisement and sale, or may direct the trustee to do so. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary shall execute and cause to be recorded his written notice of default and his election to sell the said described property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in accordance with the provisions of the mortgage by advertisement and

[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 time to which said sale may be postponed as provided in said notice. The trustee may sell said property either in one or more parcels, or separate parcels and shall sell the parcel or parcels in such a manner as to produce the highest price for the property. The trustee shall deliver to the purchaser its deed, payable at the option of the Trustee to the highest bidder for cash, payable at the option of the Trustee, together with any other documents or instruments required by law conveying said property to the purchaser its deed, together with any covenant or warranty, express or implied. The receipt of the purchaser for the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including

15. When trustee sells pursuant to the power provided herein, trustee shall apply the proceeds of the sale in the following order: (1) the expenses of sale, including the commission to the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to the balance of the proceeds to the grantor or his heirs, assigns or personal representatives in the trust having recorded liens subsequent to the interest of the grantor in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, the trustee shall conveyance to the successor trustee, the latter shall have all the title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment or substitution shall be made by written instrument, executed by the beneficiary, 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.

NOTE: The Trust Dead 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 97A.505 to 97A.535.

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: Debito, 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. 1315, 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 acknowledgment opposite.)

STATE OF ~~OREGON~~ California }
County of } ss.

This instrument was acknowledged before me on
June 19, 1989, by
William N. Ingenito & Doris M. Ingenito

William N. Ingenito
Doris M. Ingenito

6/17/89 WITNESS OF R & I

STATE OF OREGON, }
County of } ss.

This instrument was acknowledged before me on
19 , by
as
of

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On JUNE 19, 1989 before me
the undersigned, a Notary Public in and for said County and
State, personally appeared KERRY PEIN * * * *

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

resides at
TARZANA, CALIFORNIA
that HE was present and saw WILLIAM N.
INGENITO & DORIS M. INGENITO * * * *

personally known to HIM to be the person described
in, and whose name is subscribed to the within and annexed
instrument, execute the same; and that all ant subscribed
HIS name thereto as a witness of said execution.

Signature *Kerry Pein*



WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



TRUST DEED

(FORM No. 881)

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

Ingenito
6325 Oriole St
Ventura, CA 93003
Grantor

Stieglitz
6787 Heatherdale Ln
Las Vegas, NV 89115
Beneficiary

AFTER RECORDING RETURN TO

MTC
222 South Sixth
Klamath Falls, OR

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 30th day
of June, 1989,
at 4:16 o'clock PM., and recorded
in book/reel/volume No. M89 on
page 11946 or as fee/file/instru-
ment/microfilm/reception No. 2195.,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By *Dorinda M. Malin* Deputy