

TRUST DEED

ATC # 02033423

Vol m89 Page 1347

12th day of July
STEPHA Husband and Wife

THIS TRUST DEED, made this 12th day of
WAYNE WESTPHAL AND SHARON WESTPHAL, Husband and Wife

ASPEN TITLE & ESCROW, INC.

as Grantor, ASPEN
JOHN D. BARNES

as Beneficiary.

WITNESSETH:

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:
Lots 2 and 3, Block 2, KLAMATH RIVER ACRES, in the County of
Klamath, State of Oregon;

CODE 97 MAP 3908-3180 TL 8700 KEY #499794
CODE 97 MAP 3908-3180 TL 8800 KEY #499785

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 EIGHT THOUSAND FIFTY THREE AND 62/100-----, subject to the terms of a promissory

sum of EIGHT THOUSAND FIFTY THREE AND 3/4 CENTS Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of note 19 instrument in the date stated above, on which the final installment of said 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.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the 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.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the said policy may provide from time to time require, in an amount not less than the insurable value _____, written in the contract of insurance, and the said policy or policies, as soon as the same are completed, acceptable to the beneficiary, with loss payable to the latter, all such policies of insurance shall be delivered to the beneficiary as soon as the same are procured, and if the grantor shall fail or any reason to procure the same and to 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, then the beneficiary shall procure the same at grantor's expense. The amount of the beneficiary's premium on any policy of insurance procured by the beneficiary under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such amount as may determine, or at option of beneficiary, in whole or in part, thereon; may be released by grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any provision herein, or constitute a release of any debt due to pay to the beneficiary.

[illegible]

7. To appear, defend any action or proceeding, purported to affect the security rights or powers of beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court. In the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 sue for or any portion of the monies payable thereunder, in addition to the amount required by law, to pay all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, as well as reasonable costs and expenses and attorney's fees, applied by the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the award secured hereby; and grantor agrees, and its heirs, assigns, administrators, executors and assigns shall be responsible in obtaining such compensation promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment 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 affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The trustee, in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above and in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either personally or by agent or by a receiver to be appointed by the court, without regard to the adequacy of any security for the debt, take possession of the property of grantor and take possession of said property or any part thereof, in its own name sue or otherwise cause to be sued, defend, compromise, settle, execute, or otherwise dispose of all the issues and profits, including those past or due, and may apply the same, less costs and expenses of operation, to the collection, including reasonable attorney's fees and expenses, of 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the benefit of this essence with respect to such payment shall be immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed or may cause the trustee to foreclose this trust deed to pursue any other right in equity as a mortgage or may direct the trustee to foreclose any other right of advertisement and sale, or may direct the trustee to pursue any other right of remedy, either at law or in equity, whether by advertisement and sale, the beneficiary or the beneficiary shall execute and cause to be recorded his written notice of foreclosure and his election to sell the said described real property at a certain time and place of sale, secured hereupon the trustee shall have power and proceed to foreclose this trust deed thereof as then required by law. ORS 86.735 to 86.795.

notice thereof as then required by Sections 86.735 to 86.795.
in the manner provided in ORS 86.735 to 86.795.
the trustee has commenced foreclosure by advertisement and
sale, and at any time prior to 5 days before the date the trustee commences
sale, the grantor or any other person so privileged under ORS 86.735, may cure
the default or defaults. If the default or defaults are cured by payment of the
sums secured by the trust deed, the time of the cure other than such portion as would
entire amount due had no default occurred. Any other default that is capable
being cured may be cured by tendering the performance of the obligation or
obligation or trust deed. In any case, in curing the default or defaults, the
defaults, the person effecting the cure shall pay to the beneficiary all costs
and expenses, actually incurred in enforcing the obligation of the trust deed,
together with trustee's and attorney's fees not exceeding the amounts provided

14. Otherwise, the sale shall be held on the date and at the time a place designated in the notice of sale, the time to which said sale may be postponed as directed by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at public auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in full covenant or warranty, express or implied, and the recitals in 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 is pursuant to the power provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable charge by trustee for his services, (3) the costs of the sale, (4) the costs of the trustee in the having recorded liens subsequent to the date of the trustee in the trust, (5) the costs of the trustee in the order of their priority and (6) 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, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and authority of the trustee, the latter shall be vested with all title, powers and authority of the trustee upon any trustee herein named or appointed by this instrument. Each such appointment and substitution shall be in writing and shall be a written instrument executed by beneficiary which shall be duly 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.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed, trust or of any action or proceeding in which grantor, beneficiary or trustee 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 696.505 to 696.585.

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-Mess 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 acknowledgment opposite.)

STATE OF OREGON

County of Sonoma

This instrument was acknowledged before me on July 21, 1989, by

Wayne Westphal and Sharon Westphal

OFFICIAL SEAL

BARBARA J. HOOPER
NOTARY PUBLIC FOR OREGON

My Commission Expires Dec. 22, 1992

STATE OF OREGON

County of

This instrument was acknowledged before me on

1989, by

as

of

Notary Public for Oregon

My commission expires

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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: July 19, 1989

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. 681)
STEVENS-MESS LAW, PUBL. CO., PORTLAND, ORE.

FOR 2 S and 3' BLOCK S' K

Grantor

JOHN D. BAKER

Beneficiary

After Recording Return to

P.O. Box 513

Klamath Falls, Or. 97601

8800 KEA #800382
8300 KEA #800382

VNWH KLECK VCKE2

SPACE RESERVED

FOR

RECORDER'S USE

KON INC

ME218VH

1821 DEED

Fee \$13.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 24th day of July, 1989, at 3:06 o'clock PM., and recorded in book/reel/volume No. M89 on page 13477 or as fee/file/instrument/microfilm/reception No. 2945.

Record of Mortgages of said County. Witness my hand and seal of County attixed.

Evelyn Biehn, County Clerk

By: [Signature] Deputy