

TRUST DEED

Vol. 1189 Page 1353

THIS TRUST DEED, made this 20th day of June, 1981, by L. P. Mittnacht Ent., Inc., a corporation

as Grantor, First American Title Insurance Company
Metropolitan Mortgage & Securities Co., Inc., dba Metropolitan Financial Services
Inc

as Beneficiary, _____

WITNESSETH:

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

Lots 11, 12 and 13 in Block 5 of Lenox, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 or grant herein contained

Sixty three thousand and no/100

of Sixty three thousand and no/100----- (\$63,000.00) -----Dollars, with interest thereon according to the terms of a promissory

of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest thereon, 1999

sooner paid, to be due and payable

July 1, 19

the date of the debt secured by this instrument is the date, stated above, on which the final installment of said note is sold, agreed to be

The date of maturity of the above described property, or any part thereof, or any interest therein, shall become due and payable. In the event the within described property, or any part thereof, or any interest therein, is conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, the maturity date of the above described property, or any part thereof, or any interest therein, shall become due and payable at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timberland, or other special use purposes. (a) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any

To protect the security of this trust deed, grantor agrees:

(a) To protect, preserve and maintain said property in good condition

(b) To repair, remove or demolish any building or improvement thereon;

(c) Not permit any waste of said property;

(d) Granting any easement or creating any restriction, right, title or interest in, to, or against said property, or any part thereof, by way of mortgage, lien, pledge, hypothecation, subordination or other agreement affecting this deed or the lien or charge thereon; (e) Surrendering possession of said property to the lender therefor; (f) Reconveyance without warranty, all or any part of the property, to the lender therefor; (g) Granting in any reconveyance may be described as the "person or persons to whom the same shall be conveyed"; and (h) The absence of any matters or facts which would constitute a breach of any of the above provisions.

[illegible][illegible][illegible]

7. To appear in and defend the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee. In all cases shall be evidence of title and the beneficiary's or trustee's attorney's fees shall be the amount of attorney's fees mentioned in this paragraph from any judgment or decree of the trial court and in the event the beneficiary or trustee shall be ordered by the trial court and in the event the beneficiary or trustee shall be ordered by the trial court to pay such sum as the appraiser of the trial court shall determine to be reasonable as the beneficiary's or trustee's attorney's fees, the beneficiary or trustee shall not be entitled to appeal from such appeal.

[illegible]

9. At any time and from time to time upon written request, Trustee shall be obligated to notify any party hereto of pending state or federal action which may affect the rights of any creditor, beneficiary or trust or of any action or proceeding in which grantor, beneficiary or trustee is 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 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 in the State of Oregon; or an escrow agent licensed under ORS 696.505 to do business in the State of Oregon. The trustee may be an individual, partnership, corporation, or other entity, but must be authorized to do business in the State of Oregon or the United States. The trustee may be a subsidiary, affiliate, agent or branch of any of the foregoing.