

as Grantor, BEND TITLE COMPANY, as Trustee, and
DAVID H. WIRTZ AND BETTY JO WIRTZ AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON

WITNESSETH:

LOTS 1 TO 12 INCLUSIVE BLOCK 2, NORTH CHEMULT, 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 of grantor herein contained and payment of the sum of THIRTY FIVE THOUSAND AND 00/100 (\$35,000.00) *
sum of THIRTY FIVE THOUSAND AND 00/100 Dollars, the interest thereon according to the terms of a promissory

sum of THIRTY FIVE THOUSAND AND 00/100 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

ACCORDING TO NOTE TERMS

not sooner paid, to be due and payable ACCORDING TO NOTE TERMS, 1980, 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.

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; and permit no accumulation or waste of said property;

granting any easement or creating any restriction thereon; (c) join in and subordinate or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. This deed, in any reconveyance may be described as the "person or persons" who are the owners of the property at the time of the reconveyance.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, or to pay or reimburse the owner for the cost of such building, reconstruction or restoration, then, due to 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 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.

11. The entering upon and taking possession of said property, together with the collection of such rents, issues and profits, or the proceeds of fire and theft insurance policies or compensation or awards for any taking or damage of property, and the application or release thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done

[illegible]

act cure or waive any default or notice of default hereunder, or to act done pursuant to such notice.

5. 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 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of such taxes, assessments, insurance premiums, liens or other charges with funds with which to do so, then the trustee shall advance the same to the beneficiary by providing beneficiary with funds with which to do so by direct payment or by providing beneficiary with its option; make payment thereof, as it deems appropriate, in cash or by check.

6. To execute and record a deed conveying title to the beneficiary by advertisement and sale, or may direct the trustee to execute and record such deed by remedy, either at law or in equity, with respect to advertisement and sale, the beneficiary shall execute and cause to be recorded his written notice of delay in recording the deed, and the trustee shall effect to record the deed and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation hereby whereupon the trustee shall fix the time and place of the sale, notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, the trustee shall select the date the trustee conducts

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of trustee's and attorney's 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, action 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's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the grantor and, in the event of an appeal from any judgment or

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonable charge by attorney, (2) the obligation secured by the trust deed, (3) to all payee beneficiary to the interest of the trustee in the sale of the property, and (4) the balance to the grantor and beneficiary, may purchase at the sale.

8. In the event that any portion or all of said property shall be taken by eminent domain or condemnation, beneficiary shall have the

under the right of eminent domain or condemnation, beneficiary shall have the right to receive the proceeds of any such sale or condemnation, and, in the event of a surplus, it may, to the extent of the surplus, be paid to the beneficiary. In the event of a surplus, it may, to the extent of the surplus, be paid to the beneficiary. In the event of a surplus, it may, to the extent of the surplus, be paid to the beneficiary.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any other 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.

SECRET TSSA

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:

(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, 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.

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on July 31, 1989 by

STEVEN G. GOLD AND LYNDIA J. GOLD

Notary Public for Oregon

My commission expires: OCT 7, 1991

REQUEST FOR FULL RECONVEYANCE

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:

DATE: August 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

STATE OF OREGON, County of Deschutes

STEVEN G. GOLD

LYNDIA J. GOLD

DAVID H. WIRTZ

BETTY JO WIRTZ

RECORDED

3188

1989

By

Deputy

ADDENDUM TO NOTE AND DEED OF TRUST

Lots 1 to 12 inclusive, Block 2, North Chemult, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Default under that certain Contract for Sale of Business Assets, dated July 31, 1989, between the herein named parties, will be considered a default of this Note and Trust Deed obligation.

David H. Wirtz

David H. Wirtz

Betty Jo Wirtz

Betty Jo Wirtz

St. J. Gold

Steven G. Gold

Lynda J. Gold

Lynda J. Gold

7-31-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 2nd day
of Aug. A.D., 19 89 at 10:26 o'clock A.M., and duly recorded in Vol. M89,
of Mortgages on Page 14228

Evelyn Biehn - County Clerk

By Opulene Mullendore

FEE \$18.00