| OTAN No. 881—Oregon Truct Deed Series—TRUST DEED.  | TRUST DEED VOI   |
|--|--|
| THIS TRUST DEED, made t  | Ans 20th day of July <u>19</u> 89, between<br>CARCILE VANMETER & ROBERT THOMAS VANMETER, not as tenants in<br>Viviorship   |
| ommon, but with Fight of Sur   | company of Klamath County, as Trustee, and   |
| INCENT JAMES BODE & LOIS A.  | BODE, husband and wife   |
|  | WITNESSETH:<br>argains, sells and conveys to trustee in trust, with power of sale, the property<br>outr Oregon, described as:  |
| inCoc  | any, organized to the official   |
| Lot 67 in Block 49, FOURTH AN<br>plat thereof on file in the o   | DDITEON TO NIMROD RIVER PARK, according to the office<br>office of the County Clerk of Klamath County, Oregon.   |
| Tax Account No 3611 004D0 00   |  |
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|  |  |
| Logether with all and singular the teneme  | ents, hereditaments and appurtenances and all other rights thereunto belonging or in anywise<br>mus, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-<br>mus, issues and profits thereof and all fixtures now or hereafter attached and payment of the  |
| tion with said real estate.<br>FOR THE PURPOSE OF SECU   | IRING PERFORMANCE of each agreement of grantor herein contained which the state stat   |
| sum of NINETEEN THOUSAND The   | int the state of t   |
| not sooner paid, to be due and payable   | secured by this instrument is the date, sate thereof, or any interest therein is sold, agreed to be  |
| becomes due and payable. In lienated by<br>sold, conveyed, assigned or nlienated by<br>then, at the beneficiary's option, all obli-<br>then, at the beneficiary's option, all obli-  | y the grantor without first having conspective of the maturity dates expressed instrument, irrespective of the maturity dates expressed instrument, and a gapuble.   |
| To protect the security of this tru  | ust deed, grantor agrees:<br>suil property in good condition<br>subordination or other agreement alter this deed or the lien or charge   |
| and repair; not to remit any waste of said prope<br>not to commit or permit any waste of said prope<br>2. To complete or restore promptly a  | initiang of improvement of the second   |
| destroyed thereon, and pay when due all costs if<br>destroyed thereon, and pay when due all costs if<br>J. To comply with all laws, ordinance<br>J. To comply with all laws, ordinance<br>tions and restrictions atlecting said property; if<br>is a resulting such linancing statements put   | s, regulations, covenants, condi-<br>bil the billions covenants, condi-<br>til the billions covenants, condi-<br>til the billions covenants, condi-<br>til the billions covenants, condi-<br>til the billions covenants, condi-<br>tillions are condi-<br>tions without notice, either in person, by agent or billions are cover<br>pointed by a court, and without regard to the adequacy of any security for<br>pointed billions are in the<br>pointed billions are in the security for the security for the security for<br>the security for the security for the security for the security for<br>the security for the security for the security for the security for<br>the security for the security for the security for the security for the security for<br>the security for the security for<br>the security for the security for the security for the security for the security for<br>the security for the security for the security for the security for<br>the security for the security for the security for the security for the security for<br>the security for the security for the security for the security for the security for<br>the security for the   |
| cial Code as the beneliciary may require and<br>cial Code as the beneliciary may require and<br>proper public offices or offices, at well as the<br>by filing officers or searching allencies as ma<br>by filing officers or searching allencies as ma   | a lost 3: all lien searches made<br>et ost 2: all lien searches made<br>ay be deemed desirable by the<br>issues and profits, including those past due and unpaid, and apply the same.<br>Issues and expenses of operation and collection, including reasonable attor-<br>less, costs around eny indebtedness secured hereby, and in such order as bene-  |
| by filling officers or searching when we have been been been been been been been be  |  |
|  |  |
| deliver said policies to the beneficiary<br>tion of any policy of insurance now or her<br>the beneficiary may procure the same at<br>the beneficiary may fire or other insurance p<br>collected under any fire or other insurance p  | realter placed on said duffings,<br>granter's expense. The amount 12. Upon default by granter in payment hereunder, time being of the<br>granter's expense. The amount 12. Upon default by granter in payment hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement hereunder, time being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement herein being of the<br>hereby or in his performance of any agreement hereby difference of thereby in hereby difference of the hereby difference   |
| ciary upon any in at option of beneficiary the<br>may determine, or at option of beneficiary the<br>any part thereol, may be released to grantor.<br>any cure or waive any default or notice of de   | the entire amount so conference will<br>Such application or release shall<br>elault increunder or invalidate any<br>elault increunder or invalidate |
| 5. To keep said premises free from the former of the second states and other charges that me taxes, assessments and other charges that are solved and property before any part of su solved states and property before any part of su solved states and property before any part of su solved states and sol | construction liens and to phy an intermedy tests to foreclose by advertised his written notice of defau<br>why be levied or assessed upon of the beneficiary elects to foreclose by advertised his written notice of defau<br>the beneficiary elects to foreclose the beneficiary advertised his written notice of defau<br>the trustee shall execute and cause to be received and beneficiary to astisty the obligate.<br>and his electivn whereupon the trustee shall first the time and place of sale, for<br>and his electivn whereupon the trustee shall first the foreclose this trust de-   |
| to beneliciary; should the grantor fail to ma<br>to beneliciary; should the grantor fail to ma<br>ments, insurance premiums, liens or other c<br>by direct payment or by providing beneli  | his payment of any fasts. Issues secured field field as then required by law and provs.<br>Indice any fasts and the secure of the s  |
| by direct payment, beneficiary may, at it<br>make such payment, beneficiary may, at the<br>and the amount so paid, with interest at the<br>and the amount's the biligations describ<br>hereby, together with the obligations describ<br>tereby, together with the added to and become a<br>trust deed, shall be added to and become a  | is optimized by the secured sale, and at any time prior is optimized by the solution of $T$ of this sale, the frantor or any other person so privileged by the optimized by the sale, the frantor or any other person so privileged by the sale the frantor or any other person so privileged by the bell is a sale, the frantor or any other person so privileged by the pay, when d solution of a substantial the secured by the trust deed, the default may be cured by paying is a sate if the optimized by the trust deed, the default may be cured by paying is a substantial the secured by the trust deed, the default may be cured by paying is a solution of the secured by the trust deed. Any other that is capable are secured by the secured by the trust deed. Any other that is capable and the secured by the secure other than such portion as worked by the secure other than secured by the secure other than secured by the secure other than secured by the secure other than s  |
| trust deed, without waiver of any rights a<br>trust deed, without waiver of any rights a<br>covenants hereal and for such payments, wi<br>erty hereinbelore described, as well as the<br>erty hereinbelore described have been been been been<br>extend that they are been been been been been<br>and been been been been been been been be  | it interest as aloresaid, the prop-<br>e granter, shall be bound to the<br>payment of the obligation herein<br>mediately due and payable with-<br>in mediately due and payable with-   |
| same extent that such payments shall be in<br>described, and all such payment thereof shall<br>out notice, and the nonpayment thereof shall<br>out notice, and the nonpayment thereof shall<br>render all sums secured by this trust deed<br>constitute a breach of this trust deed.   | in mediately due and payable and<br>insmediately due and payable and<br>set of this trust including the cost<br>ases of this trust including the cost<br>14. Otherwise, the sale shall be held on the date and at the time<br>by law.  |
| constitute a binart of costs, iees and expen<br>6. To pay all costs, iees and expen<br>of title search as well as the other costs and<br>in connection with or in enforcing this obli-<br>tions actually incurred.   | is expresses of the trustee incurred<br>in expresses of the trustee incurred<br>in the expresses of the trustee incurred<br>in the postponed as provided by law. The trustee may sell said property eff<br>be postponed as provided by law. The trustee may sell said property eff<br>be postponed as provided by law. The trustee may sell said property eff<br>be postponed as provided by law. The trustee may sell said property eff<br>be postponed as provided by law. The trustee may sell said property eff<br>be postponed as provided by law. The trustee may sell said property eff<br>in one parcel or in separate parcels and shall sell the time of sale. Tru-<br>to the highest bidder for each, payable at the time of sale.   |
| To appear in and defend any 1<br>7. To appear in and defend any 1<br>affect the security rights or powers of bene<br>action or proceeding in which the benefician<br>action or proceeding in which the benefician<br>any suit for the foreelosure of this ded,<br>any suit for the foreelosure de benefician   | eliciary or trustee; and in any suit,<br>eliciary or trustee may appear, including<br>to pay all costs and expenses, in-<br>to pay all costs and expenses, in-<br>try's or trustee's attorney's tees; the<br>pied. The recitals in the deed of any matters of lact shall be conclusive p<br>pied. The recitals in the deed of any matters of lact shall be conclusive p<br>pied. The recitals in the deed of any matters of lact shall be conclusive p<br>pied. The recitals in the deed of any matters at the state, but inclu  |
| cluding evidence of title and the beneficial<br>cluding evidence of title and the beneficial<br>amount of attorney's fees mentioned in the   | is part raph 7 in all cases shall be<br>of the trutinuings within any part of the spectrum of the proceeds of sale to payment of (1) the expenses of sale<br>afteres to pay such sum as the ap-<br>tig birsticiary's or trustee's attor-<br>the birsticiary's or trustee's attor-  |
| decree of the that adjudge reasonable as<br>pellate court shall adjudge reasonable as<br>ney's lees on such appeal.<br>14 is mutually perced that:   | the privation of the complexity and the trust term of the truster in the<br>attorney. (2) to the obligation secured by the interest of the truster in the<br>having recorded liens subsequent to the interest and (4)<br>the taken due to the interest may appear in the order of their priority and (4)<br>the taken due to the interest may appear in the order of the truster in interest may appear in the order of the in   |
| 8. In the event that any portion of<br>under the right of eminent domain or conc<br>right, if it so elects, to require that all of   | demation, beneficiary shall have the surplus, it any term in the to time appoint a successor or a<br>or any portion of the monits payable surplus. If Beneficiary may from time to time appoint a successor trustee appointed<br>are in steess of the amount required or sors to any trustee named herein or to any successor trustee to the suc   |
| to pay all reasonable costs, expenses and<br>to pay all reasonable costs, expenses and<br>incurred by grantor in such proceedings<br>incurred by it first upon any reasonable co<br>applied by it first upon any reasonable co   | G allosity and the period to beneficiary and under. Open such all the vested with all the termore. Each such appoint<br>oss and expenses and attorneys less,<br>upon any trustee herrin named or appointed hereunder. Each such appoint<br>upon any trustee herrin named or appointed hereunder. Each such appoint<br>on a substitution shall be made by written instrument executed by benef<br>a substitution shall be made by written instrument executed by benef  |
| both in the stuck proceedings, and the bai<br>liciary in stuck proceedings, and the bai<br>secured hereby; and grantor agrees, at it<br>and execute such instruments as shall k<br>and execute such instruments as shall k   | is own expense, to take much actions which, when property is situated, shall be conclusive product a provided by law. Trustee of the successor trustee when this deed, duly executed to the successor trustee when this rust when this deed, duly executed as provided by law. Trustee   |
| pensation, ploting and from time to<br>9. At any time and from time to<br>ticiary, payment of its fees and present<br>incary, payment (in case of tull reconveyance  | tailon is this deed and the note for<br>acknowledged is had party hereto of pending sale unit peneticiary or<br>trail for cancelletion), without altecting<br>trust or of any action or proceeding in which grantor, beneticiary or<br>trust or of any action or proceeding is brought by trustee.   |
| (a) consent to the making of any map   | a plat of sum property a bank, trust co  |
| NULE: Ine Hust Deed Act provides main<br>or savings and loan association authorized<br>property of this state, its subsidiaries, affi  | the trustre hereunder must be either an attorney, who is an active member of the company purported to insure the<br>d to do business under the laws of Oregon of the United States, a filte insurance company purport to a state of<br>d to do business under the Laws of Oregon or the United States of an escrow agent licensed under ORS 675.505 to 6<br>dictes, agents or branches, the United States of any agency thereof, or an escrow agent licensed under ORS 675.505 to 65   |

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|  |   |   |   |  |
| The grantor covenants and u<br>fully seized in fee simple of said des  | frees to and  | with the benefici<br>property and has   | ary and those claimin<br>& valid, unencumbere   | g under him, that he is law<br>d title thereto   |
| SEE ATTAC  |   |   |   |  |
| and that he will warrant and foreve  | er delend the   | e same against al   | l persons whomsoever.   |  |
|  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
| The granter warrants that the proceed<br>(a)* primarily for granter's personal,<br>(b) for an organization, or (even if  | grantor is a na   | atural person) are for  | · business or commercial n  |  |
| This deed applies to, invres to the be<br>personal representatives, successors and assist<br>secured hereby, whother or not named as a<br>gender includes the feminine and the neuter,   | t nefit of and b<br>(ns. The term<br>beneficiary her<br>and the singul      | binds all parties here<br>beneticiery shall me<br>ein. In construing th<br>ar number includes d | to, their heirs, legatees, de<br>an the holder and owner, i<br>is deed and whenever the | evisees, administrators, executors,<br>ncluding pledgee, of the contract<br>context so requires, the masculine |
| IN WITNESS WHEREOF, se   | id grantor l  | has hereunto set h  | is hand the day and ye  | ear first above written.   |
| * IM20RTANT NOTICE: Delete, by lining out, which<br>not applicable; if warranty (a) is applicable and<br>as such word is defined in the Truth-in-tending<br>beneficiary MUST camply with the Act and Rest<br>distlasures for this unserver.  | thever warranty<br>the Ecneficiary i<br>Act and Regula<br>plation by making | (a) or (b) is<br>is a crecitor<br>ation Z, the<br>ng required                                   | Cusul 2<br>11 W. Anderson   | Van Meter  |
| If the sinner of the stars i   | rd this notice.   | R.  | dy Carble VanMet<br>LUTArmos 1<br>rt Thomas VanMet                                      | Ton mite   |
| the form of acknowledgement opposite.)   |   |   | it momas vanmeto  | er`  |
| STATE OF OREGON,   | )   | STATE OF OR   | FCON  |  |
| County of Klamath  | ) 35.   |   |   | )<br>) <b>s</b> s.   |
| thy This instrument was acknowledged be  | lore me on  | This instrument   | was acknowledged before   | те оп,   |
| S 0  | ······  |   |   |  |
| issett V. Anderson & Melody C.   | arole   | as  |   |  |
| Whattan  | i:er  |   |   |  |
| (SEAL)   | tor Oreson  | Notace Detting  |   |  |
| (SEAL) My commission expires: ()-//  | 92  | Notary Public for<br>My commission ex   |   | (SEAL)   |
| Service and the service of the servi |   |   | cpires:   | ()   |
|  | REGUES  | T FOR FULL RECONVEYAR   | NCE   |  |
|  | Te be used onl  | ly when obligations have I  | bern paid.  |  |
| ro:  |   | , Trustoc   |   |  |
| The undersigned is the legal owner and<br>trust cleed have been fully paid and satisfied,<br>said frust deed or pursuant to statute, to can<br>herewith together with said trust deed) and to<br>isstate now held by you under the same. Mail i<br>DATED:  | icel all evidence<br>recorrey, with<br>recorreyance a                       | ces of indebtedness   | secured by said trust deed  | TING to you under the terms of   |
| •  | , 19  | an a  |   |  |
|  |   |   | Beneficiar  |  |
| De net luse er destray this Trust Deed OR THE NOTS   | which it secures.   | Both must be delivered to   | the trustee for concellation befo   | re reconveyonce will be made.  |
| TRUST DEED   |   |   |   |  |
| TTOOT DEFID  |   |   |   |  |
| (FORAL No. 881)  |   |   | STATE OF OR<br>County of  | EGON, ss.  |
| (FORAL No. 881)<br>STEVENS-NESS LAW PUS, CO., PORTLAND, ORE.   |   |   | County of<br>I certify th   | hat the within instrument  |
| (FOEAL No. 881)<br>STRVENS-HESS LAW PUS. CO., PORTLAND. ORE.   |   |   | County of<br>I certify th<br>was received for   | hat the within instrument<br>record on the   |
| (FOEAL No. 881)<br>STEVENE-NESS LAW PUS. CO., PORTLAND. ORE.   |   |   | County of<br>I certify th<br>was received for<br>of                                     | hat the within instrument<br>record on theday<br>19  |
| (FORAL NO. 081)<br>STRIEME-MESS LAW PUS. CO. POHTLAND. ORE<br>erson/VanMeter<br>Dr. Box 1953<br>Comath Salls, OK. 9760<br>Granter  | SP  | ACE RESERVED  | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>record on the  |
| (FORAL NO. 081)<br>STEVENS-NESS LAW PUS. CO. PORTLAND. ONE.<br>erson/VanMeter<br>D: BOX 1253<br>G.Math 36.16, OK. 9760<br>Grantor<br>e   |   | FOR   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>tecord on theday<br>   |
| (FORAL NO. 081)<br>STEVENS-NESS LAW PUS. CO. PORTLAND. ONE.<br>erson/VanMeter<br>D: BOX 1253<br>G.Math 36.16, OK. 9760<br>Grantor<br>e   |   |   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>record on the day<br>  |
| (FORAL No. OBT)<br>STEVENG-MESS LAW PUS. CO. PONTLAND. ORE.<br>erson/VanMeter<br>D. BOX 1253<br>G.Math Salls, OK'. 9760<br>Grantor<br>e<br>Box 1253<br>Beneliciary   |   | FOR   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>tecord on theday<br>   |
| (FORAL NO. BET)<br>STEVENS-NESS LAW PUS. CO. PORTLAND. ORE<br>er son/VanMeter<br>DOF 1253<br>Corriath Salls, OK. 9760<br>Grantor<br>e<br>Box 1253<br>Benoliciary<br>AFTER RECORDING RETURN TO  |   | FOR   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>record on the day<br>  |
| (FORAL No. 081)<br>STEVENS-NESS LAW PUS. CO. PORTLAND. ORE<br>erson/VanMeter<br>D. Box 1253<br>G.M.ath St.<br>Beneliciary<br>AFTER RECORDING RETURN TO<br>South Sixth St   |   | FOR   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>hat the within instrument<br>tecord on theday<br>   |
| (FORAL NO. BET)<br>STEVENE-HESS LAW (703. CO. PORTLAND. ORE.<br>Lerson/VanMeter<br>Dr. 1307 (1953)<br>G. Math Salls, OK'. 9760)<br>Crantor<br>e<br>  |   | FOR   | County of<br>I certify th<br>was received for<br>of                                     | ss.<br>nat the within instrument<br>record on the  |

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ATTACHMENT

This trust deed is an "all inclusive" trust deed and is second and subordinate to the trust deed now of record dated September 17, 1984 and recorded October 5, 1984 in Volume M84, page 17183, microfilm records of Klamath County, Oregon, in favor of Stuart Fellbaum and Sheila Fellbaum, as beneficiary, which secured the payment of a note therein mentioned.

Vincent James Bode and Lois A. Bode, beneficiaries herein, agree to pay when due, all payments due upon the said promissory note in favor of Stuart Fellbaum and Sheila Fellbaum, and will save grantors herein harmless therefrom. Should the said beneficiaries herein defaultiin making payments due upon said prior note and trust deed, Grantors herein may make said delinquent payments and any sums so paid by grantors herein shall then be credited upon the sums next to become due upon the note secured by this trust deed.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

| Filed for | record at request | of                     | Mountain | Title | Co.     |             |          | the          |        | day |
|-----------|-------------------|------------------------|----------|-------|---------|-------------|----------|--------------|--------|-----|
| of        | Aug.              | _ A.D., 19 _ <u>89</u> | ) at     | 9:06  | o'clock | <u> </u>    | and duly | recorded in  | VolM89 | ,   |
|           |                   | of                     | Mortgag  | es    |         | _ on Page _ |          |              |        |     |
|           | 410.00            |                        |          |       |         |             |          | County Clerk |        |     |
| FEE       | \$18.00           |                        |          |       | В       | y Qa        | ulene    | milles       | dere   |     |
|           |                   |                        |          |       |         |             |          |              |        |     |