

Vol. m89 Page 15267

as Grantor, Mountain Title Company of Klamath County, as Trustee, and
DEAN J. CAMERON, as to an undivided one-half interest and JOHN R. CAMERON & REBECCA S.
CAMERON, husband and wife as to an undivided one-half interest
as Beneficiary,

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

Lots 11 and 12 in Block D, RAILROAD ADDITION TO THE CITY OF MALIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon
Tax Account No 4112 015CB 02000

sum of TWENTY TWO THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory

sum of TWENTY TWO THOUSAND AND NO/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 not sooner paid, to be due and payable AS PER TERMS OF NOTE, 19 1991.

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; 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, and pay when due all costs incurred therefor.

3. The beneficiary shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to file and execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay all of the lien searches made for 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 buildings now or hereafter erected on the said premises against loss or damage by fire and such other risks as the beneficiary may from time to time require, in an amount not less than \$ insurable value which shall be an amount acceptable to the beneficiary, with loss payable to as insured. Policies of insurance shall be delivered to to procure any such insurance and to the grantor shall fail or any beneficiary at least fifteen days prior to the expiration of any policy on the buildings to deliver said policies to the beneficiary or insurance now or hereafter placed on said buildings. The beneficiary may procure the same at grantor's expense. If the beneficiary is not insured by any policy of insurance, the grantor shall be obligated to procure such insurance in accordance with this order as beneficiary may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any WARRANT to such notice.

5. To keep said property, 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 to the beneficiary should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary, at his option, may make payment thereof, and the amount so paid, with interest at the rate set forth in the trust deed, together with the obligations described in paragraphs 6 and 7 of this hereby, together with added and become a part of the debt secured by the trust deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as herein provided, the property hereinafter described, as well as the property of the beneficiary, shall be bound to the extent that they are bound by the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall be a part of this trust deed.

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 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, action or proceeding in which the beneficiary or trustee may appear, including a suit for the foreclosure of this deed, to pay the costs and expenses of the suit, including evidences of title and the attorney's fees; in all cases shall be bound to appear in the trial court and in the event of an appeal from any decision 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 and costs.

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 require that all or any portion of the net payable amount, after payment of all costs and expenses of the estate, and after payment as compensation for such taking, which are in excess of attorney's fees necessarily paid or to pay all reasonable costs, expenses, disbursements, shall be paid to beneficiary and incurred by grantor in such reasonable costs and expense and attorney's fees, applied by it first upon its own claims and thereafter upon the claims of third parties both in and out of court and appellate courts, necessarily paid or incurred by it, and in such proceedings, and the balance applied upon its own claims and those of third parties secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to carry into effect obtaining such compensation, promptly upon beneficiary's request.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, A.D. 19____, from time to time upon written request of beneficiary.

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 grantee 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 foregoing mentioned in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of hire 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 payment by grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and demandable and foreclose the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall cause and cause to be recorded his written notice of sale 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 and his election to sell the said described real property to satisfy the obligation, notice thereof whereupon the trustee shall fix the time and place of sale, give secured by law and as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one or more parcels or in separate parcels and shall sell the parcel or parcels in the manner and at the time and place specified in the notice of sale. The trustee shall deliver to the purchaser for cash, in payment of the purchase price, the property sold to the highest bidder without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusively presumed to be true and correct by the trustee, but including the truthfulness thereof. Any purchase at the sale shall be made by cash or by check.

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 fee to all persons, including the attorney, (2) to the obligation secured by the mortgage, (3) to all persons having recorded liens subsequent to the date of the interest of the trustee in the trust deed as their interest 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, without conveyance to the successor trustee, transfer to the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument signed by the beneficiary, and when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale and of any other deed of 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.

(a) consent to the making of any map of plat of said property; and

(NOTE: The Trust Deed Act provides that the trustor 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 696.005 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-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Rafael Hernandez

Victoria Hernandez

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on August 16, 1989 by

Rafael Hernandez & Victoria Hernandez

(SEAL) Notary Public for Oregon

My commission expires: 6-16-92

STATE OF OREGON,

County of } ss.

This instrument was acknowledged before me on 19 , by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

, Trustee

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:

, 19

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. 881)

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

Hernandez

P.O. Box 159

Malin, OR 97632

Cameron

5159 Lauralwood Dr

Klamath Falls, OR 97601

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MTC

222 South Sixth

Klamath Falls, OR 97601

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 17th day of Aug., 1989, at 9:19 o'clock A.M., and recorded in book/reel/volume No. M89 on page 15267 or as fee/file/instrument/microfilm/reception No. 3984, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By [Signature] Deputy