

as Grantor, Mountain Title Company of Klamath County, as Trustee, and
Marc Valens

WITNESSETH:

See Attached

LAST DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty Three Thousand Nine Hundred and no/100***** Dollars, with interest thereon according to the terms of a promissory note or hereafter appertaining, and the rents, issues and profits thereof, unto the said Grantee, his heirs, assigns and assigns forever, with said real estate.

sum of Twenty Three Thousand Nine hundred 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 not sooner paid, to be due and payable as per terms of note, 1999.
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.

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.

manly any time and pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute 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.

To provide and continuously maintain insurance on the building

[illegible]

not cure or waive any of the foregoing, and the grantor shall not act done pursuant to any of the foregoing.

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, the grantor shall, promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, mortgage payments, liens or other charges payable by grantor, either by direct payment, or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment of the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this deed, without waiver of the rights arising from breach of any of the covenants hereof and any such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to make the same payment that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this deed due immediately due and payable and constitute a breach of this trust deed.

The costs and expenses of this trust including the cost of recording this deed, shall be paid by the grantor.

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.

1. 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 the deed 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 fixed by the trial court and in the event of an appeal from such 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:

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8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right, if it so elects, to take any and all of the monies payable to it by the grantor in connection with such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees to be paid or to pay all reasonable costs, expenses and attorney's fees to be paid to beneficiary and incurred by grantor in such reasonable costs and expenses and attorney's fees, applied by the grantor to the payment of such costs, expenses and attorney's fees in the trial and appellate courts, necessarily paid or incurred by the beneficiary in such proceedings, and the balance of the proceeds of the indebtedness secured hereby; and grantor agrees to pay the reasonable expenses to take such actions and to pay the costs and expenses of such actions, and to pay the reasonable expenses and attorney's fees as shall be necessary in obtaining such compensation, and to pay the same promptly upon beneficiary's request.

9. Upon written request of beneficiary, grantor shall execute and deliver to beneficiary a deed of conveyance of the property

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 services 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 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 in his 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 payable and may cause the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or 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 shall elect to foreclose by advertisement and sale, the beneficiary shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereunder. The trustee shall fix the time and place of sale, give notice thereof as then required by law and cause the foreclosure trust deed to be recorded in QRS 66.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person may be privileged by ORS 87.573, may cure the default or defaulting obligation. If the default consists of a failure to pay, when due, the default or defaulting obligation may be cured by paying the amount due. If the default consists of a failure to perform an obligation, the entire amount due at the time of the cure other than the amount of the default should not then be due had no default occurred. If the performance required under the obligation may be cured by tendering the performance required under the obligation or trust deed, in any case, in addition to curing the default or defaulting obligation, the person effecting the cure shall pay to the beneficiary all costs, expenses and attorney's fees actually incurred in enforcing the obligation of the deed together with trustee's and attorney's fees not exceeding the amounts provided for by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the same at public auction to the highest bidder on the date and at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying said property as sold, but without any covenant or warranty, and conclusive proof of the truthfulness of any statement made by any person, excluding the trustee, but including any beneficiary, may purchase at the sale. The provisions herein, trustee

15. When trustor sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale and (2) the compensation of the trustee and a reasonable charge by trustee's attorney, (3) to the obligation secured by the trust and (4) to all persons having recorded liens subsequent to the date of the trustee in the trust deed as their interests may appear in the order of their priority and (5) 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 here- to under. Upon such appointment, the trustee without conveyance to the successor trustee, the latter shall take with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appoint- ment and substitution shall be made by written instrument executed by the grantor, which, when 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 not obligated to notify any party hereto of pending sale under 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.

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.

78330

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.

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

STATE OF ~~OREGON~~ California } ss.
County of SAN BERNARDINO }

This instrument was acknowledged before me on
9/18/89, 19 by

Ed Oueilhe & Deborah Lyn Oueilhe

STATE OF OREGON, } ss.
County of _____ }

This instrument was acknowledged before me on

19, by

as

of

CALIFORNIA

Notary Public for Oregon

Notary Public for Oregon

My commission expires:

(SEAL)

BETTY CROSBY
NOTARY PUBLIC

1/14/91

SAN BERNARDINO COUNTY
CALIFORNIA

My Commission Expires January 14, 1991

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. 881-1)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Ed Oueilhe & Deborah Lyn Oueilhe
6564 Merito Place
San Bernardino, CA 92404

Grantor

Marc Valens

P.O. Box 61

Beatty, OR 97621

Beneficiary

Mountain Title Company to

Mountain Title Company
222 South Sixth
Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, } ss.
County of _____ }

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy

MTC No: 22039-D

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lots 7 and 8 in Block 54, of NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Northerly corner of Lot 8, Block 54, Nichols Addition to the City of Klamath Falls, Oregon, and running thence Southwesterly along Lincoln Street, a distance of 87 feet; thence southeasterly parallel with 8th Street a distance of 60 feet; thence Northeasterly parallel with Lincoln Street a distance of 87 feet; thence Northwesterly along 8th Street a distance of 60 feet to the place of beginning; being the Northwesterly 60 feet of the Northeasterly 22 feet of Lot 7, and the Northwesterly 60 feet of Lot 8 in Block 54, Nichols Addition to the City of Klamath Falls, Oregon.

Tax Account No: 3809 032AB 01300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 29th day
of Sept. A.D., 19 89 at 11:19 o'clock AM., and duly recorded in Vol. M89,
of Mortgages on Page 18395

Evelyn Biehn
By Charlene Mullendore County Clerk

FEE \$18.00