

23058

WITNESSETH.

QUARTER LINE, BEARINGS, DISTANCES, AND MONUMENTS, AND ALL OTHER RIGHTS THEREUNTO BELONGING OR IN ANYWISE
 BEGINNING. CODE 206 MNP 2310-16 CD TL 200

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 connec-
 tion with said real estate.

PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE OF SUCH OBLIGATIONS, the sum of \$40,000.00 (Forty Thousand) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary in order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable DECEMBER 1, 2004 on which the final installment of said note is due, and if any interest therein is sold, agreed to be sold, or assigned, or otherwise disposed of, without the consent or approval of the beneficiary, the grantor shall be liable for the same.

note of even date herewith, payable to beneficiary or order and made by grantor, **DECEMBER 1, 2004** # 2004
not sooner paid, to be due and payable **DECEMBER 1, 2004** on which the final installment of said note
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.

[illegible]

3. To comply with any laws, ordinances, regulations, covenants, conditions and restrictions which financing statements pursuant to this Uniform Commercial Code may require and pay the cost of all searches made by public office or offices, as well as the cost of all 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, 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 property, and the application or release thereof as aforesaid, shall not cure any default or notice of default hereunder or invalidate any act or waive any such notice.

[illegible]

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 are paid or delinquent and promptly deliver receipts therefor to the trustee pursuant to such notice.

13. After the trustee has commenced foreclosure by advertisement in the manner provided in ORS 86.735 to 86.795, may

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of the sale of the property, and to pay all other costs and expenses of the trustee and attorney-in-fact, as well as the other costs and expenses of this obligation and trustee's and attorney's fees and expenses actually incurred in enforcing the obligation of the trust together with trustee's and attorney's fees not exceeding the amounts provided by law.

6. To pay all costs, fees and expenses incurred by or for the trustee in connection with or in enforcing this obligation and the trustee's 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 foreclosure of this deed, to pay all costs and expenses, including the trustee's attorney's fees; and to execute, acknowledge and deliver up to the trustee any instrument required by the trustee to carry out the purposes of this deed.

15. When trustee sells pursuant to the powers provided herein shall apply the proceeds of sale to trustee and a reasonable charge by including the compensation of trustee under the trust deed, (3) to all attorney, (2) to the obligation secured by the interest of the trustee in having recorded liens subsequent in the order of their priority and

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 amount required for taking, which are in excess of the amount necessarily paid or

under the right of eminent domain or by any portion of the amount required right, if it so elects, to require that all or any part of the amount required as compensation for such taking, which are in excess of the necessarily paid or to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and, applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness then existing at its own expense, to take such actions and proceedings as may be deemed wise and proper for the protection and benefit of the trust.

17. Trustee accepts this trust when this deed, duly executed, acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or the trust shall be a party, unless such action or proceeding is brought by trust.

(a) consent to the making of any map or plat of said property; (b) join in

(a) consent to the making of any map or plat of said property; (b) join in, shall be a party to, and shall execute and acknowledge, the deed of conveyance of said property to 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.

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.

53023

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. T-119" 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 acknowledgment opposite.)

STATE OF OREGON,

County of Deschutes

This instrument was acknowledged before me on November 21, 1989, by

THOMAS S. REISTETTER and GLEN M. LEWIS

REISTETTER

LEWIS

Notary Public for Oregon

My commission expires: 12-11-89

STATE OF OREGON,

County of

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.

Trustee

TO:

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 here-with 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:

DEFINING DEBITOR'S OBLIGATION ON THE DATE OF THE INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS OF THE INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS OF THE INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS OF THE INSTRUMENT.

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO
Norman Ronald Lewis
715 Los Huecos Drive
San Jose, CA 95123

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 28th day of Nov., 1989, at 3:53 o'clock P.M., and recorded in book/roll/volume No. N89 on page 23058 or as fee/file/instrument/microfilm/reception No. 8408. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

By Quilinda M. Mendenhall, Deputy

TITLE