

WITNESSETH:

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

in Klamath County, Oregon, described as:

Lots 19, 20 and 21, Block 4, FAIRHAVEN HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No.: 3908-13AB-1600

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.

sum of SIXTEEN THOUSAND TWO HUNDRED 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 per terms of note, 19 , on which the final installment of said note is due, and this instrument is the date, stated above, on which the final installment of said note is due, and the said note is hereby sold, agreed to be

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 in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit any waste of said property.

not to be used to 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 by fire, flood, wind, or other cause, and to pay all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, and government conditions and restrictions affecting said property and to comply with any requests, orders or injunctions in execution of the laws, ordinances, regulations, and government conditions and restrictions which the beneficiary may require and to pay for filing same.

4. To permit the beneficiary to make any improvements, alterations, additions, proper public office or offices, as well as any other improvements deemed desirable by the beneficiary, and to permit the beneficiary to have access to the buildings owned by the beneficiary.

by filing officers or searching agencies.

beneficiary. 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 hazards as the beneficiary may from time to time require, in an amount not less than \$_____, **FULL VALUE** _____, written in companies acceptance shall be delivered to the beneficiary as soon as insurance policies are procured, and if the beneficiary shall fail to procure any insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance then or hereafter placed on said buildings, the beneficiary may cause the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by the beneficiary on any indebtedness secured hereby; and, in such event, the beneficiary may determine, or at option of beneficiary, the amount, so collected, or any part thereof, may be released to the beneficiary. Such application or release shall not cure or waive any breach of notice of default hereunder or invalidate any other provisions of this lease.

Public Office. _____

3. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts thereof to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either to by direct payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this 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 aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that the grantor is bound for the payment of the obligation herein described, and such payments shall be immediately due and payable on demand, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach 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.

less actually incurred, and to 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's attorney's fees are claimed, the security, rights or powers of beneficiary or trustee's attorney's fees shall be a first charge on the property of the beneficiary or trustee, and shall be paid by the trustee or beneficiary, as the case may be, from any judgment or decree of the trial court and in the absence of such judgment or decree, from the assets of the trust, upon such application as the beneficiary or trustee's attorney may make to the court, and the court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such application.

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 monies payable in compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs necessarily paid or incurred by beneficiary in the trial and appellate proceedings and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 said indebtedness, trustee may: (a) consent to the making of any map or plat of said property; (b) join in

granting any emsement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien of 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 above shall be not less than \$5.

be conclusive proof of the truthfulness thereof.

Section 10. Upon any demand made by grantor hereunder, beneficiary may at any time pay to grantor hereunder, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of the security herein provided, the indebtedness hereby secured, either in full or by periodic payments; and upon payment of said principal, including those past due and unpaid, and applicable interest thereon, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary shall direct, the sum so paid shall be applied to the satisfaction of the indebtedness hereby secured, and no part thereof shall be applied to the satisfaction of any other indebtedness of beneficiary.

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 in pursuance of such policy.

[illegible][illegible]

together with trustee's and attorney's fees by law.

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 parcel or separate parcels and shall sell the parcel or parcels in auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed, covenant or warranty, express or implied, property so sold under the power conferred by law conveying such interest as the trust instrument provides, and the trustee shall execute all the truthfulness thereof. Any person, excluding the trustees, but including

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and without conveyance to the successor or successors. Upon such appointment, the trust shall be vested with all title, powers and duties herein conferred upon any trustee herein named or appointed hereunder, and the appointment and substitution shall be made by written instrument duly executed by beneficiary. The records of the county or counties in 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.

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 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 694.505 to 694.505.

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).

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.

Robbie L. Rush

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

STATE OF OREGON, ss.
County of Klamath

This instrument was acknowledged before me on 1/19, 1990, by

Robbie L. Rush

(SEAL) My Commission Expires 8/16/92
NOTARY PUBLIC OREGON
My Commission Expires 8/16/92

STATE OF OREGON, ss.

County of

This instrument was acknowledged before me on 19, by

of

Notary Public for Oregon

(SEAL)

My commission expires:

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 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.

Robbie L. Rush
7600 Barn Rd. Space #2
Klamath Falls, OR 97603
Grantor

Faye L. Spiker, Bonnie M. Valdez, Pat J. Denson & Anita G. Kerr
c/o 533 N. 4th Klamath Falls, OR 97603
Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, ss.

County of Klamath

I certify that the within instrument was received for record on the 19th day of Jan, 1990, at 4:43 o'clock P.M., and recorded in book/reel/volume No. M90 on page 1363 or as fee/title/instrument/microfilm/reception No. 10393. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Debra M. Maitland Deputy