

1st _____ day of _____ Febr
HUSBAND AND WIFE

THIS TRUST created by George J. Wenzel & Betty [illegible] of Klamath County

as Grantor, Shamrock Development Company, Inc. RECEIVED BY SEC. OF COM. FOR

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys
Klamath County, Oregon, described as:
1/2 of Lot 2 and CEDAR

Grantor irrevocably grants, sells, assigns, conveys, transfers, releases, cedes and conveys unto the County of Klamath, Oregon, described as:

in _____ County, Oregon, described as:

The North one-half of Lot 2 and Lot 1 in Block 6 of TRACT NO. 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(with other property)

plat thereof, on file in the office
Tax Account No 4008 020B0 02800 (with other property)
4008 020B0 02700 (with other property)

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. OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
 AND NO/100*****with interest thereon according to the terms of a promissory
 *****payment of principal and interest hereof, if

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN AND NO/100*****with interest thereon according to the terms of a promissory note and no/100*****with interest thereon according to the terms of a promissory note

sum of TWENTY THOUSAND AND NO/100 Dollars; whereof

as per terms of note

Date herewith, payable to beneficiary or order and made by grantor, the final payment

is the date, stated above, on which the final installment of said note

thereof, or any interest therein is sold, agreed to be

of the beneficiary,

therein, or

The date of maturity of the debt secured by this instrument, or any part thereof, shall not be later than the date of the maturity of the debt secured by the instrument to which this instrument is assigned or alienated by the grantor without first having obtained the written consent of the lender. The date of maturity of the debt secured by this instrument, irrespective of the maturity dates expressed on the instrument, shall be the date of maturity of the debt secured by the instrument to which this instrument is assigned or alienated by the grantor without first having obtained the written consent of the lender.

[illegible]

1. To protect, preserve and maintain building or improvements hereinafter granted, entitled thereto, the truthfulness shall be not less than \$500,000 as legally conclusive proof of this paragraph hereunder, beneficiary may at any time and from time to time cause to be made by a duly qualified appraiser services mentioned in this paragraph hereunder, beneficiary of any security interest herein, either in person, or by agent or by attorney-in-fact, to the adequacy of said proof.

[illegible][illegible][illegible][illegible]

5. To keep said premises free from construction liens and to pay all assessments due before any part of such taxes, assessments and other charges that may be levied or assessed upon or act done pursuant to such notice.

13. After the trustee has been notified in the manner provided by ORS 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, 9.19, 9.20, 9.21, 9.22, 9.23, 9.24, 9.25, 9.26, 9.27, 9.28, 9.29, 9.30, 9.31, 9.32, 9.33, 9.34, 9.35, 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42, 9.43, 9.44, 9.45, 9.46, 9.47, 9.48, 9.49, 9.50, 9.51, 9.52, 9.53, 9.54, 9.55, 9.56, 9.57, 9.58, 9.59, 9.60, 9.61, 9.62, 9.63, 9.64, 9.65, 9.66, 9.67, 9.68, 9.69, 9.70, 9.71, 9.72, 9.73, 9.74, 9.75, 9.76, 9.77, 9.78, 9.79, 9.80, 9.81, 9.82, 9.83, 9.84, 9.85, 9.86, 9.87, 9.88, 9.89, 9.90, 9.91, 9.92, 9.93, 9.94, 9.95, 9.96, 9.97, 9.98, 9.99, 10.00, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, 10.27, 10.28, 10.29, 10.30, 10.31, 10.32, 10.33, 10.34, 10.35, 10.36, 10.37, 10.38, 10.39, 10.40, 10.41, 10.42, 10.43, 10.44, 10.45, 10.46, 10.47, 10.48, 10.49, 10.50, 10.51, 10.52, 10.53, 10.54, 10.55, 10.56, 10.57, 10.58, 10.59, 10.60, 10.61, 10.62, 10.63, 10.64, 10.65, 10.66, 10.67, 10.68, 10.69, 10.70, 10.71, 10.72, 10.73, 10.74, 10.75, 10.76, 10.77, 10.78, 10.79, 10.80, 10.81, 10.82, 10.83, 10.84, 10.85, 10.86, 10.87, 10.88, 10.89, 10.90, 10.91, 10.92, 10.93, 10.94, 10.95, 10.96, 10.97, 10.98, 10.99, 11.00, 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18, 11.19, 11.20, 11.21, 11.22, 11.23, 11.24, 11.25, 11.26, 11.27, 11.28, 11.29, 11.30, 11.31, 11.32, 11.33, 11.34, 11.35, 11.36, 11.37, 11.38, 11.39, 11.40, 11.41, 11.42, 11.43, 11.44, 11.45, 11.46, 11.47, 11.48, 11.49, 11.50, 11.51, 11.52, 11.53, 11.54, 11.55, 11.56, 11.57, 11.58, 11.59, 11.60, 11.61, 11.62, 11.63, 11.64, 11.65, 11.66, 11.67, 11.68, 11.69, 11.70, 11.71, 11.72, 11.73, 11.74, 11.75, 11.76, 11.77, 11.78, 11.79, 11.80, 11.81, 11.82, 11.83, 11.84, 11.85, 11.86, 11.87, 11.88, 11.89, 11.90, 11.91, 11.92, 11.93, 11.94, 11.95, 11.96, 11.97, 11.98, 11.99, 12.00, 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20, 12.21, 12.22, 12.23, 12.24, 12.25, 12.26, 12.27, 12.28, 12.29, 12.30, 12.31, 12.32, 12.33, 12.34, 12.35, 12.36, 12.37, 12.38, 12.39, 12.40, 12.41, 12.42, 12.43, 12.44, 12.45, 12.46, 12.47, 12.48, 12.49, 12.50, 12.51, 12.52, 12.53, 12.54, 12.55, 12.56, 12.57, 12.58, 12.59, 12.60, 12.61, 12.62, 12.63, 12.64, 12.65, 12.66, 12.67, 12.68, 12.69, 12.70, 12.71, 12.72, 12.73, 12.74, 12.75, 12.76, 12.77, 12.78, 12.79, 12.80, 12.81, 12.82, 12.83, 12.84, 12.85, 12.86, 12.87, 12.88, 12.89, 12.90, 12.91, 12.92, 12.93, 12.94, 12.95, 12.96, 12.97, 12.98, 12.99, 13.00, 13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.18, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.25, 13.26, 13.27, 13.28, 13.29, 13.30, 13.31, 13.32, 13.33, 13.34, 13.35, 13.36, 13.37, 13.38, 13.39, 13.40, 13.41, 13.42, 13.43, 13.44, 13.45, 13.46, 13.47, 13.48, 13.49, 13.50, 13.51, 13.52, 13.53, 13.54, 13.55, 13.56, 13.57, 13.58, 13.59, 13.60, 13.61, 13.62, 13.63, 13.64, 13.65, 13.66, 13.67, 13.68, 13.69, 13.70, 13.71, 13.72, 13.73, 13.74, 13.75, 13.76, 13.77, 13.78, 13.79, 13.80, 13.81, 13.82, 13.83, 13.84, 13.85, 13.86, 13.87, 13.88, 13.89, 13.90, 13.91, 13.92, 13.93, 13.94, 13.95, 13.96, 13.97, 13.98, 13.99, 14.00, 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20, 14.21, 14.22, 14.23, 14.24, 14.25, 14.26, 14.27, 14.28, 14.29, 14.30, 14.31, 14.32, 14.33, 14.34, 14.35, 14.36, 14.37, 14.38, 14.39, 14.40, 14.41, 14.42, 14.43, 14.44, 14.45, 14.46, 14.47, 14.48, 14.49, 14.50, 14.51, 14.52, 14.53, 14.54, 14.55, 14.56, 14.57, 14.58, 14.59, 14.60, 14.61, 14.62, 14.63, 14.64, 14.65, 14.66, 14.67, 14.68, 14.69, 14.70, 14.71, 14.72, 14.73, 14.74, 14.75, 14.76, 14.77, 14.78, 14.79, 14.80, 14.81, 14.82, 14.83, 14.84, 14.85, 14.86, 14.87, 14.88, 14.89, 14.90, 14.91, 14.92, 14.93, 14.94, 14.95, 14.96, 14.9

[illegible]

14. Otherwise, the sale shall be held on the time to which said place designated in the notice of sale or the time to which said sale postponed as provided by law. The trustee may sell said parcel of land in separate parcels, payable at the time of sale, or in cash, payable at the time determined by law.

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses in enforcing this obligation and trustee's duty to defend any action or proceeding purporting to be brought by or on behalf of the beneficiary or trustee; and in any suit, in connection with or in enforcement of this obligation, the trustee shall deliver to the purchaser its deed in form as required by the deed, together with all other documents and instruments necessary to perfect the purchaser's title, without any matters of fact shall be correct, the property so sold, but without any matters of fact shall be correct, the recitals in the deed of any matters, excluding the trustee, shall be true and correct, and the purchaser shall be bound by the recitals thereof. Any person, excluding the trustee, who purchases the property shall be bound by the recitals thereof. Any person, excluding the trustee, who purchases the property shall be bound by the recitals thereof. Any person, excluding the trustee, who purchases the property shall be bound by the recitals thereof.

[illegible]

It is mutually agreed that:

[illegible]

17. Trustee accepts this trust as provided by law, acknowledged is made a public record of pending sale under which the grantor, beneficiary and the trustee are obligated to notify any party hereto of pending sale under of any action or proceeding in which grantor, beneficiary or trustee or of any action or proceeding is brought or about to be brought.

[illegible]

NOTE: The Trust Deed Act provides that the trustee hereon, under the laws of the State of California, is authorized to do business or savings and loan association authorized to do business under the laws of the State of California, its subsidiaries, affiliates, agents or branches, the United States or any agency or property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency.

(a) consent to the making of any map or plat of said property; (b) join in endorsement (in case of full reconveyances, for cancellation), without affecting trust or of any shall be a party unless such action is taken by the trustee, 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.

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.

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 and 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 Z, the 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.)

George J. Wenzel

Betty J. Wenzel

Brian Brodsky

Witness by Brian Brodsky

STATE OF CALIFORNIA
COUNTY OF Los Angeles

SS.

On Feb. 8, 1989

before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Brodsky

personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who being by me duly sworn, deposes and says: That he

resides at 18840 Ventura Blvd., Tarzana, CA.

that he was present and saw George J. Wenzel and Betty J. Wenzel

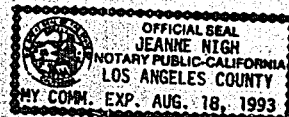
personally known to Brian Brodsky be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same, and that affiant subscribed his name thereto as a witness of said execution.

Signature



WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



DATED

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. 801)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

George J. Wenzel & Betty J. Wenzel
19637 Saddlecrest Drive
Walnut, CA 91789

Grantor

Shamrock Development Company
2250 Ranch Road
Ashland, OR 97520

Beneficiary

AFTER RECORDING RETURN TO

Mountain Title Company
222 South Sixth
Klamath Falls, OR 97601

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 26th day

Feb. 1990,

at 1:01 o'clock P.M., and recorded

in book/reel/volume No. M90

on page 3628 or as fee/file/instru-

ment/microfilm/reception No. 11734.

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Evelyn Biehn, County Clerk.

By Raula M. Mauldin Deputy

8021 DEED