Vol. mg Page \_ 4185 lamath falls, Or:97601 TRUST DEED 12041 23 CONTROL 24: XISTTHIS TRUST DEED, made this 1st day of March DONALD LucePATE and MARY LI, PATE, Husband and Wife 

05034753

....., as Trustee, and

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in <u>KLAMAIH</u> Lot 3, Block 1, KENO WHISPERING PINES, in the County of Klamath, County and the county of Klamath, in KLAMATH State of Oregon: County of .....

CODE 105 MAP 4008-600 TL 800

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TRUST DEED

STATE OF OREGON,

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THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED INFERIOR AND JUNIOR TO AN EXISTING TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION THAT IS NOW RECORDED AS A LIEN ON THE ABOVE DESCRIBED PROPERTY. NEUCOCICHELI

## SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all lixtures now or herealter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

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## It is mutually agrood that:

It is mutually agroad that: 8. In the event that any portion or all of said property shall be taken inder the right of eminent domain or condemnation, beneficiary shall be taken is compensation lor such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees to require that all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's lees to pay all reasonable costs, expenses and attorney's lees to the trial and appellate courts, necessarily paid to beneficiary and protective such taking, and, the balance applied upon the indebtedness, secured herebyr and frantor afrees' at its own expense. To this indebtedness, and rescures use in instruments as shall be necessary in obtaining such com-ticiary promptly upon beneficiary's for an expense to the indebtedness, mensation, promptly upon beneficiary's request. 9. At any time and from time to, time upon written request of the successor trustee. (a) consent to the making of any map or plat of said property, sb) forn in (a) consent to the making of any map or plat of and to property as all the request of the successor trustee. (b) for the indebtedness, and execute such instruments as shall be necessary in obtaining such com-teriary oparise of the indebtedness, trustee in the trust device is not (a) consent to the making of any map or plat of said property, sb) forn in (a) consent to the making of any map or plat of said property, sb) forn in (b) for the indebtedness, trustee is not (b) for the indebtedness, trustee is not (b) for the indebtedness, trustee is not (c) consent to the making of any map or plat of said property (s) (b) forn in (b) for the appendix or proceeding is broadby by trustee. (c) consent to the making of any map or plat of said property (s) (b) forn in (c) consent to the making of any map or plat of said property (s) (b) forn in (c) consent to the making of any map or plat of said property (s) (b) forn in (c) consent to the making of

futurent, irrespecifive of the maturity dates expressed therein, or ACCMARAMENT.
Aranting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allociting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee, in, any, reconveyance may be described as the "person or person of the structure's less the agreement allocities thereol." (c) for any part of the property. The grantee, in, any, reconveyance may be described as the "person or person or person of the truthfulness thereol. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault by grantor hereunder, beneliciary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adquacy of any security for the indebiedness hereby, secured, enter upon and take possession of said property, the collection, including reasonable attorney's less upon any indebicdness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such reads, issues and profiles or compensation or awards for any taking or damage of the property, and the application or release thereol as all not cure or ware any delault or notice of alany threement hereols. In such and applic, his such and there any delation and taking possession of said property, the collection, including reasonable attorney in his performance of any greement hereols. In such and end the property, and the application or release thereol and parsite.
12. Upon delault by grantor in payment of any indebitedness secured hereby in mediately due and paysels. In such an event the beneliciary at his election may proceed to foreclose this trust deed in equity as a morige or direct the trustee to foreclose this trust deed in equity as a morige or dincret the trustee to pursue any other righ

screense assume, insurred in enorong the obligation of the trust-deed together with trustes's and attorney's lees not exceeding the amounts provided 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 im separate parcels and shall sell the parcel or parcels at auction to the highest bidder for each, payshe at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property iso sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 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, in-cluding the compensation of the trustee and a reasonable charde by frustees attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the intervest of the trustee in the trust used as their, interest may appear in the order of their piority and (4) the supplus. 16. Beneficiary may from time to time appoint a successor or successor

NOTE: The Trust Deed Act provides that the trustee hereunder must be alther an altiney who is an active member of the Oregon State Bar, a bank, trust company or savings and laan association authorized to do business under the laws of Oregon or the United States, a tille insurance company authorized to insure tille 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<br>y seized in fee simple of said described<br>st Deed in favor of Klama<br>orded February 23; 1983 i<br>I that he will warrant and forever defe  | real prope<br>ath Fir:<br>In Book   | rty and has a valid,<br>st Federal Sav<br>M-83 at Page   | unencumpered inte inereto ex<br>zings & Loan Associat<br>2800,  | CEPC:  |
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| CRACTRE WILL WARRANT AND TOREVER CEE  | cric San<br>Streeter San<br>Streeter Street<br>Streeter Streeter<br>Streeter Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>Streeter<br>S | out of the second secon | (a) Construction of the second sec                                 | an a   |
| (a) In the set of t | perite of the second  | <ul> <li>Andream Scholl and the star per<br/>starter starter starter<br/>starter starter starter<br/>starter starter starter<br/>data starter starter<br/>data starter starter<br/>starter starter</li> </ul>  | Construction of the probability of the second se                                 | and the second s   |
| The grantor warrants that the proceeds of   | the loan repr   | esented by the above des   | units and this frust deed are:<br>ar Note and this frust deed are:  |  |
| (a)* primarily for grantor's personal, famili<br>(b) for an organization, or (even if grants<br>(b) for an organization, or (even if grants)<br>(b) for an organization, or (even if grants)  | y or househo<br>or is a natura<br>of and bind   | al purposes (see Importa<br>al person) are for busines<br>is all parties hereto, their   | n riones below /,<br>s or commercial purposes,<br>, heirs, legatees, devisees, administrato<br>order end owner including bedgee, of   |  |
| rsonal representatives, successors and assigns. T<br>ured hereby, whether or not named as a benefi<br>nder includes the feminine and the neuter, and<br>IN WITNESS WHEREOF, said f  | iciary herein.<br>the singular, i   | In construing this deed<br>number includes the plura   | and whenever the context so requires, i   | the mascu  |
| MPORTANT NOTICE: Delete, by lining out, whicheve<br>t opplicable; if warranty (a) is applicable and the b   | r warranty (a)<br>peneficiary is a<br>and Regulatio   | or (b) is  | LOT Cas   | and subsection<br>and su   |
| such word is defined in the Truth-In-Lending Act,<br>neficiary MUST comply with the Act and Regulatio<br>closures; for this purpose use Stevens-Ness Form Ne<br>compliance with the Act is not required, disregard t  | and Regulation<br>on by making<br>o. 1319, or eq  | required <u>hta</u>  | PATE  |  |
| the signer, of the above is a corporation,<br>• the form of acknowledgement opposite.)<br>• the form of acknowledgement opposite.)<br>• the form of acknowledgement opposite.   | n dia se input tu<br>nome ni colin<br>nome ni colin<br>ndia se input tu<br>ndia se input tu   | Han she  | Control DC, Control SC, Daramerica and<br>Anticology of Angle Schwarz Control of Angle<br>Schwarz Schwarz (2004) (2014) (2014)<br>Schwarz (2014) (2014) (2014) (2014)<br>Schwarz (2014) (2014) (2014) (2014)<br>Schwarz (2014) (2014) (2014) (2014) (2014)<br>Schwarz (2014) (2014) (2014) (2014) (2014)<br>(2014) (2014) (2014) (2014) (2014) (2014) (2014)<br>(2014) (2014) (2014) (2014) (2014) (2014) (2014)<br>(2014) (2014) (2014) (2014) (2014) (2014) (2014) (2014)<br>(2014) (2014) (2014) (2014) (2014) (2014) (2014) (2014)<br>(2014) | an anna anna anna<br>Cana anna anna<br>Cana anna an  |
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| Marchus and 1980, by<br>Donald E. Pate and Mary   |   | 45   | And Andrewski and Antonio a<br>Antonio and Antonio and Antoni   | n or and the second  |
| Páte Alla Alla Contractor   | or Oregon   | Notary Public for Oreg   |   | )<br>)<br>)<br>)<br>(S   |
| (SEAL)<br>My commission expires Marcl   |   | My commission expire   | sector - May IP- 40-000 - PH-4115 - May<br>Strangelour, 440 - PH-4255 - May<br>Back - Anora - Markan - 1955<br>- Markan - Charlen - 1955<br>- Markan - Charlen - Markan - 1955  |  |
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| TO:   | holder of all   | indebtedness secured by  | the foregoing trust deed. All sums s  | secured by<br>ler the ter  |
| said trust deed or pursuant to statute, to can<br>herewith together with said trust deed) and to i<br>estate now held by you under the same. Mail i   | ncel all evide<br>reconvey, wil<br>reconveyance   | nces of indeptedness secution the prime of t | head by said these by the terms of said<br>contact by an and by the terms of said   | l trust de   |
| on a pacenta diversitati qua non cons<br>DATED:<br>DE VLAVCHED EXHIBIS: «Va   | Incentionin<br>Istacs and p   | its and oppurcementers an<br>collection and all the  | d all office fights therman wear in<br>all stands to be said  | t os sa m  |
|   |   |  | Beneficiary   |  |
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| Crantor Irrevoentity strenets bar<br>in Anne Court  | ic gradar   |  |   | , and rec  |
| ur Beneficiath' Grantor   |   | NILMEZZELH<br>SPACE RESERVED<br>FOR  | in book/reel/volume No.<br>page or as f<br>ment/microfilm/reception   | ee/file/i<br>No  |
| e <u>Crantor</u><br>Beneficiary   |   | RECORDER'S USE   | Record of Mortgages of se<br>Witness my hand<br>County affixed.   | id Coun  |
| [10] J. M. Martin, J. M. Martin, and M. Martin, Phys. Rev. Lett. 71, 121 (1997).  | <b>二日</b> 15.25日の第三日  |  | CULILY BILLACU.   | $\sim$   |
| AFTER RECORDING RETURN TO<br>Klamath First \Federal <sup>40.4</sup><br>540 MainrSt.   |   | $\frac{dw}{dw} = \frac{dw}{dw}$  | NGy Wan Hode-   | <u></u> ,  |

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EXHIBIT "A" THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO A CERTAIN TRUST DEED, IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, THAT WAS RECORDED IN KLAMATH COUNTY FEBRUARY 23, 1983 IN BOOK M-83 AT PAGE 2800. WILBERT E. KONRAD AND PHYLLIS J. KONRAD, BENEFICIARIES HEREIN, AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE NOTE THAT IS SECURED BY THE ABOVE REFERENCED TRUST DEED, AND WILL SAVE GRANTOR HEREIN, DONALD L. PATE AND MARY L. PATE , HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARIES DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID NOTE AND TRUST DEED; GRANTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED. IBFRTF

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MARY L. RATE

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DONALD L. PATE

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STATE OF OREGON: COUNTY OF KLAMATH:

| Filed for record at request of | - C   |                    |                                 |
|--------------------------------|---|--------------------|---------------------------------|
|                                | of <u>Aspen Title Co.</u><br>A.D., 19 <u>90</u> at <u>11:11</u> |                    | the 6th day                     |
|                                | _ A.D., 19 <u>_ 50 _</u> at<br>of <u>Mortgages</u>              |                    | ily recorded in Vol. <u>M90</u> |
|                                | A HOLCBARES   |                    | <u> </u>                        |
| FEE \$18.00                    |   | Evelyn Biehn<br>By | e Mullindare                    |
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