THIS TRUST DEED, made this 1st day of Narch 19 90 between RALPH LOPEZ and ROSIE LOPEZ, husband and wife

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

BENNETT G. BROWN and JANICE L. BROWN, hughand wife as Beneficiary,

WITNESSETH:

Grantor irrevocably grunts, bargains, sells and conveys to trustee in trust, with power of sale, the property

SEE ATTACHED LEGAL DESCRIPTION OF WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FEEST TRUST DEED IN FAVOR OF SOUTH VALLEY STATE BANK.

SEE EXHIBIT "A" ATTACHED HERETT) 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 hereafter appertaining, and the rents, issuer and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING FERFORMANCE of each agreement of granter herein contained and payment of the manners of the purpose of the purpose

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not somer paid, to be due and gayable. Der terms of licte. 19.

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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or approval of the beneficiary, sold, conveyed, assigned or alieusted by the gruntor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alieusted by the gruntor without first having obtained the written consent or approval of the beneficiary, stall become immediately due and payable.

To protect the security of this trust that

herein, shall become immediately due and payable.

To protect the security of this trust died, (trantor agrees:

1. To protect, preserve and maintain said property in good condition:
and repair; not to combe or demolish any building or it provenent thereon;
not to complete or restore promptly and in good and workmanlike
2. To building or improvement which may be constructed, damaged or
destroyed thereon and pay when due all costs incurred therefor.
To comply with all laws, ordinances, regit lation, covenants, conditions and restrictions affecting said property; if the bene blands of requests, to
inin its executing such linancing statements pursuant to the films same in its
cial code as the benefiticary may require and to py filing same in its
cial code as the benefiticary may require and to py filing officers or eartching agencies as may be deemed desirable by the
bunelistary.

To provide and continuously maintain business on the benefit is.

rinn we executing such linancing statements pursuant to the Uniform Commonical Code as the beneficiary may require and to py for filing same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or tearching agencies as may be deemed desirable by the bineflicary.

4. To provide and continuously maintain insurance on the buildings made in the common of the continuously maintain insurance on the buildings and such other hands as the peneficiary may from time to time require, in and such other hands as the peneficiary may from time to time require, in companies acceptable to the beneficiary, with lost psychie to the latter; all companies acceptable to the beneficiary, with lost psychie to the latter; all companies acceptable to the beneficiary, with lost psychie to the expiration of any oping of insurance now or hereafter placed on said buildings, tion of any oping of insurance now or hereafter placed on said buildings, tion of any oping of insurance now or hereafter placed on said buildings, tion of any oping of insurance now or hereafter placed on said buildings to the hereficiary and procure the same at granter's applied by beneficiary of the property of insurance policy may be applied by beneficiary of determine, or at option of beneficiary the enter a specificary and the same and other charges that may be leviced or assessed upon creating and thereof, may be released to granter. Such application or releases shall not use or waive any delault or notice of default increased upon or release while the property before any part of such taxes, assessments and other charges that may be levice or assessed upon creative points and the property before any part of such taxes, assessments and other charges that may be leviced or assessed upon creative property before any part of such taxes, assessments and other salarity and property before any part of such taxes, assessments and other charges that may be leviced or assessed upon creative property before any part of such

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 condemnal on, beneliciary shall have the right of eminent domain or condemnal on, beneliciary shall have the right is so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney to less necessarily period or incurred by grantor in such proceedings, shell be said to beneliciary and incurred by grantor in such proceedings, as a supplied upon the indebteches both in the trial and appellate courts, necessarily period or incurred by beneficiary and the balance applied upon the indebteches secured hereby; and grantor agrees, at its own experse, to take such accious and instruments as shall be next same mobianing such compensation, promptly upon beneficiary is request, upon a successive and instruments as shall be next same mobianing such compensation, promptly upon beneficiary is request.

Ficiary, payment of its less and presentation of the deed and the mist for endorsement (in case of full reconveyances, for anexistion), without altering the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the indebteches, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class, truster may the liability of any person for the payment of the leable-class.

granting any easement or creating any restriction thereon; (a) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereof; (a) reconvey, without warranty, all or any part of the property. The dead of the property of the conclusive proof of the truthfulness thereof. Trustee's tees for any of the services mentioned in this paragraph shall be not less han \$5: any of the services of the property of the property of the property of the property of the indebtedness hereby secured, enter upon and take agreement of the property of the indebtedness hereby secured, enter upon and take of the property of the indebtedness hereby secured, enter upon and take of the property of the indebtedness of operation and collection, including treasonable altoriess costs and expenses of operation and collection, including reasonable altoriess upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or relass thereof as aloresaid, shall not cure or property, and the application or relass thereof as aloresaid, shall not cure or property, and the application of relass thereof as aloresaid, shall not cure or property, and the application or relass thereof as aloresaid shall not cure or waive any delault or notice of delault hereunder time being of the hereby or in his performance of any agreement of any indebtedness secured hereby may be delault or notice of delault here

together with trustee'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 place designated in the notice of sale or the time to which said sale may 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 facel or in separate parcels and shall sell the parcel or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or interpretate the rectals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the conclusive proof the trustee thereof. Any person, excluding the conclusive proof the trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reisonable charge by trustee cluding the compensation of the trustee and a reisonable charge by trustee cluding the compensation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. Benediciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortsafe records of the county or counties 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 synator, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

18OFE: The Trust Deed Act provides that the trust to herounder must be either an attorney, who is an active member of the Oregon State Bor, 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 little to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrew agent licensed under ORS 698.505 to 696.585.

The granter coverants and object 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 except lightness recorded August 31, 1989, in Volume M89, page 16369, Microfilm Records of Klamath County, Oregon, in favor of south Valley State Bank which Beneficiary herein agrees to centinue to pay and hold the Granters named herein harmless therefrom 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)* primurily for grantor's personal, family or household surposes (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 binetic 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 pledge, 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 genfer includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hend the day and year first above written. * IN PORTANT 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 by ranking required beneficiary MUST comply with the Act and Regulation by ranking required disclosures; for this purpose use Shivens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. ROSIE LOPEZ (If the signer of the above is a corporation, use the form of acknowledgement apposite.) STATE OF OREGON, STATE OF OREGON. County of Klamath ss. County of ... This instrument was acknowledged before me on March /2 19 90, by This instrument was acknowledged before me on RALPH LOPEZ and ROSIE LOPEZ Notary Public for Oregon Notary Public for Oregon (SEAL) (SEAL) My commission expires: OFFICIAL SEAL SANDRA L. BURBA Notary Public-Cellfornia REQUEST FOR FULL RECONVEYANCE My Comm. Exp. Aug. 18, 1892 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 indebtodness secured by said trust deed (which are delivered to you horswith together with said trust deed) and to recurvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail recurveyance and documents to ... DATED: Beneficiary Do not lose or destroy this Trust Died OR THE NOTE which it accurse. Both must be delivered to the trustee for cancellation before reconveyance will be made. EF OLKS TRUST DEED STATE OF OREGON, (FORAL No. 881) (FORK No. 551)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORS County of I certify that the within instrument was received for record on theday RALPH LOPEZ and ROSIE LOPEZ 9619 S. Ahman Avenue of Shittier, CA 90604 SPACE HESERVED in book/reel/volume No. FOR BENNETT G. BROWN and JANICE I. pageor as fee/file/instru-RECORDER'S USE ment/microfilm/reception No..... Record of Mortgages of said County. Beneticiary ile a cesson dhina Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. कारेस स्टू अवेटी स्टूर्क MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY NAME ELECTION L JEMEL CIEC ... Depaty 1 A A A

EXHIBIT "A"

A tract of land situated in Lot 4, JUNCTION ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, nore particularly described as follows:

Beginning at the Southwesterly corner of Parcel 2 of Major Land Partition No. 36-89 on the Southerly line of said Lot 4, North 71 degrees 16' 48" West, 353.51 feet from the Southeasterly corner of said Lot 4; thence North 71 degrees 16' 48" West, along said Southerly lot line, 131.23 feet; thence North 10 degrees 00' 00" East, 347.80 feet; thence South 82 degrees 39' 00" East, 112.57 feet to the Westerly line of said Parcel 2; thence South 07 degrees 21' 00" West 373.30 feet, with hearings based on Survey No. 4824, as filed with the Klamath County Surveyor.

Tax Account No: 3910 007AO 00500 (with other property)

This Trust Deed is an All-Inclusive Trust Deed and is second and subordinate to the Mortgage now of record dated August 28, 1989, and recorded August 31, 1989, in Volume M89, page 16569, Microfilm Records of Klamath County, Oregon, in favor of South Valley State Bank, as Mortgagee, which secures the payment of a Note therein mentioned.

BENNETT G. BROWN and JANICE I. BROWN, husband and wife, Beneficiary herein agrees to pay, when due, all payments due upon the said Promissory Note in favor of South Valley State Bank, and will save Grantors herein, RALPH LOPEZ and ROSIE LOPEZ, husband and wife, harmless therefrom.

Should the said Beneficiar/ herein default in making any payments due upon said prior Note and Mortgage, 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.

Grantors named herein shall be responsible to pay real property taxes and fire insurance premiums when due. Paid receipts of these items shall be forwarded to the Beneficiary when paid each year.

| STATE OF OREGON: COUNTY OF | KLAMATH: ss. | | |
|---|--|--|----------|
| Filed for record at request of A.D., 19 | Nountain Title Co. 90 at 3:36 o'clock | P_M., and duly recorded in Vo | 15th day |
| FEE \$18.00 | E | on Page 4835 velyn Biehn County Clerk | , |