

TRUST DEED

KLAMATH COUNTY, a political subdivision of the State of Oregon
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and

as Beneficiary, _____
MICHAEL A. LOCKREM & DEBORA A. LOCKREM, husband and wife or survivor
as Beneficiary, _____
WITNESSETH:

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: _____

_____ of and to the said _____ on _____

Lot 32, Block E, HOMECREST ADDITION, according to the official plat thereof, on
file in the office of the County Clerk of Klamath County, Oregon.
Tax Account No. 3909-3AB-2300

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 tithes now or hereafter attached to or used in connection with said real estate.

now or hereafter appertaining, and the sum of _____ 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, it

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of said sum of _____ 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, it

(TEN THOUSAND 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, it

July 15, 1993

note of even date herewith, payable to beneficiary of July 15, 1993, 1993,
not sooner paid, to be due and payable July 15, 1993, 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.

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; not to commit or 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, and pay when due all costs incurred therefor.

3. To comply with all laws, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing said documents and statements pursuant to the Uniform Gifts to Minors Act, the Uniform Transfers to Minors Act, or the Uniform Gifts to the Marital Trusts in the public office or offices, as well as the cost of the lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

by filing officers or searching agencies.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and other hazards as the beneficiary may from time to time require, in and to the amount not less than \$_____ full value _____, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail to cause the beneficiary at least fifteen days prior to the delivery of said policies of insurance now or hereafter placed upon the buildings, the beneficiary may procure the same at grantor's expense. The amount of such insurance may be applied by the beneficiary under any fire or other insurance policy and in such order as beneficiary may determine, or at option of the beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The said premises free from construction liens and to pay all

5. To keep said premises free from construction liens and to pay all taxes, assessments and charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and charges become due or delinquent and promptly deliver receipts therefor, the beneficiary should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other payments payable by grantor, either by direct payment or by providing for the beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note and the amount so paid, with the obligations described in paragraphs 6 and 7 of this hereby, together with the obligations arising from a breach of any of the trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from a breach of the provisions hereof and for such payments, with interest as aforesaid, the proponents hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound to the payment of the obligation herein described, and all such payments shall be immediately due and payable, on notice, and the nonpayment thereof shall, at the option of the beneficiary, result in a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and 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 any suit for the foreclosure of the deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal, such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall have the 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 payable as compensation for such taking, which are in excess of the monies necessary paid or to pay for such taking, such as attorneys' fees, shall be paid to beneficiary and not to payee. The balance of such costs and expenses and attorney's fees, 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 such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, and, thereafter, at its own expense, to take such actions as may be necessary to protect its interest in the property. The actions secured hereby; and the instruments as shall be necessary in obtaining such compensation; and the execution of 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 release, for cancellation), without affecting the liability of the parties to the deed, shall be made by the trustee of the deed, the liability of any party of the deed, any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or 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 for any of the be conclusive proof of the truthfulness thereof. Trustee's fees shall not exceed \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, or by a receiver to be appointed by the court, without regard to the adequacy of any security, take possession of the property of grantor, and take possession of the real property and any part thereof, in its own name, due and unpaid, and apply the same, issues and profits, including the proceeds of the sale of the same, to the payment of the costs and expenses of operation and collection, including reasonable attorney's fees 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 hire 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 pursuant to such notice.

waive any default or notice of default interest in the property being sold pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed by instituting proceedings as a mortgagee or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default against the said described real property to satisfy the obligation and his election to exercise the said prescribed power of sale. At the place of sale, give notice thereof whereafter the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in accordance with ORS 86.735 to 86.795.

13. The beneficiary may cause foreclosure by advertisement and

[illegible]

14. 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 parcels or parcels at, to, or in separate parcels and shall select the time of sale. Trustee shall sell by public auction to the highest bidder in its deed in form as required by law conveyed to the purchaser, but without any covenant or warranty, and shall be conclusive proof of the truthfulness thereof. The recitals in the deed of sale shall be conclusive proof of the truthfulness thereof. The trustee shall sell the property including the trustee, but including the property, and the purchase at the sale.

15. When trustee sells pursuant to powers provided herein, trustee shall apply the proceeds of sale to (1) the expenses of sale, in the order of priority set forth in Section 3) to all persons claiming the proceeds; (2) to the obligation secured by the trust in having recorded liens subsequent to the date of the trust agreement, in the order of their priority and (4) the balance of the proceeds to the grantor or to his successor in interest entitled to the proceeds. If any, . . . from time to time appoint a successor or successors.

[illegible]

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 or trust or of any action or proceeding in which grantor, beneficiary or trustee of any deed or trust is 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 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 EXCEPT for prior Trust Deed in favor of James C. Johnson & Carolyn Johnson which buyer herein agrees to assume and pay.

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 business or commercial purposes.~~ XXXXXXXX

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.

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

STATE OF OREGON, } ss.

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

Notary Public for Oregon

(SEAL)

My commission expires: _____

KLAMATH COUNTY

By: John Hancock

John Hancock

Fair Manager

STATE OF OREGON, } ss.

County of Klamath

This instrument was acknowledged before me on May 11 1990, by John Hancock

as Fair Manager

of Klamath County, a political subdivision
of the State of Oregon

Notary Public for Oregon

My commission expires: _____

Pamela J. Spencer (SEAL)
PAMELA J. SPENCER
NOTARY PUBLIC-OREGON
8/16/92
My Commission Expires _____

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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.

Klamath County

c/o John Hancock

3531 S. 6th St.

Klamath Falls, OR 97606 Grantor

Michael A. & Debora A. Lockrem

2312 Linda Vista

Klamath Falls, OR 97606 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 14th day of _____, 19____, at 4:12 o'clock P.M., and recorded in book/reel/volume No. M90 on page 9193 or as fee/file/instrument/microfilm/reception No. 14850, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline Muller Deputy

Fee \$13.00