

THIS TRUST DEED, made this 17th day of May, 1990, between TODD J. EMBREE & REMI L. EMBREE, husband and wife as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY as Trustee, and LEEROY D. SALSBERY & LEONA J. SALSBERY, husband and wife or survivor 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:

The West 1/2 of Lot 1, Block 6, FAIRVIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No. 3809-29DB-4300

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX THOUSAND THREE HUNDRED SIX AND 74/100 (\$6,306.74)

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.

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.

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To protect the security of this trust deed, grantor agrees:

- 1. To protect, preserve and maintain said property in good condition and repair;
2. To complete or restore promptly any work in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon;
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property;
4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require;
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent;
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;
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 this deed, to pay all costs and expenses, including attorney's fees mentioned in the beneficiary's or trustee's attorney's fees;
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 as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary or to the beneficiary in such proceedings and appellate courts, necessarily paid or incurred by beneficiary hereby; and grantor agrees, at its own expense, to take such actions 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 reimbursement of this deed and the note for endorsement (in case of full reconveyances for cancellations), without affecting the liability of any person for the payment of the indebtedness, trustee may consent to the making of any map or plat of said property; (b) join in

It is mutually agreed that: 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 as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary or to the beneficiary in such proceedings and appellate courts, necessarily paid or incurred by beneficiary hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request. Trustee accepts this trust when this deed, duly executed and acknowledged is made 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 grantor, the 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 issue 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 law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto for prior TrustDeed in favor of First National Bank recorded in Volume M78, page 5174 Microfilm Records of Klamath County, Oregon, which buyers herein agree 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 an organization, or (c) for a business or profession.

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.

Todd J. Embree  
Remi L. Embree

STATE OF OREGON, )  
County of Klamath ) ss.

STATE OF OREGON, )  
County of ) ss.

This instrument was acknowledged before me on 5/16/90 by Todd J. Embree & Remi L. Embree

This instrument was acknowledged before me on 19 by as

Notary Public for Oregon  
PAMELA J. SPENCER  
My Commission Expires 8/16/92

Notary Public for Oregon  
My commission expires: (SEAL)

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 estate now held by you under the same. Mail reconveyance and documents to

DATED: 1990 May 16  
Beneficiary  
delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED (FORM No. 681)  
Todd J. & Remi L. Embree  
1443 Warden Ave  
Klamath Falls OR 97601  
Grantor  
Leeroy D. Salsberry & Leona Salsberry  
727 Willowdale Dr  
Prineville OR 97531  
Beneficiary  
AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY

STATE OF OREGON, )  
County of Klamath ) ss.  
I certify that the within instrument was received for record on the 21st day of May, 1990, at 9:59 o'clock A.M., and recorded in book/reel/volume No. N90 on page 9786 or as fee/title/instrument/microfilm/reception No. 15083  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
By Audre Muller, Deputy