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as Beneficiary,

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:

in Klamath County, Oregon, according to the
Lot 10, Block 11 TRACT 1107 FIRST ADDITION TO SPRAGUE RIVER PINES, according to the
official plat thereof on file in the office of the County Clerk of Klamath County,
Oregon.

Tax Account No: 3408 027B0 00800

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 **Twenty Five Thousand Eight hundred and no/100** Dollars, with interest thereon according to the terms of a promissory note made by _____, dated _____, 20____, between said parties, as set forth in Exhibit A attached hereto, and the rents, issues and profits thereof or hereafter appertaining, and the costs, charges and expenses incurred by the mortgagee in connection with said real estate.

FOR THE PURPOSE OF SECURING THE PAYMENT OF THE SUM OF Twenty Five Thousand Eight hundred and no/100*****
sum of Twenty Five Thousand Eight hundred 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, is
payable as per terms of note 19.....
stated above, on which the final installment of said note is due, and which is hereby referred to by reference.

[illegible]

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

1. To protect, preserve and maintain said property in good condition

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary is a Uniform Commercial Code obligor, to pay the cost of any lien arising in the ordinary course of business in executing such financing statements pursuant to the Uniform Commercial Code as to the beneficiary may require and to pay the cost of any lien searches made by a public office or offices, as well as the cost of any lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay the same, the grantor hereby agrees to pay, or cause to be paid, 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 due or delinquent and promptly deliver receipts therefor to the beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either directly or by providing beneficiaries with funds with which to pay 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 secured by this deed, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

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 lawfully 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 action or proceeding in which the beneficiary or trustee may appear, including an action or proceeding for the foreclosure of this deed, to pay all costs and expenses, and to answer and defend against any claim or suit for the foreclosure of this deed by the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph shall be determined by the court after a hearing, and shall be paid from any judgment or decree awarded by the trial court and in the event the beneficiary or trustee agrees to pay such sum as the appellate court shall find to be a reasonable fee as the beneficiary's or trustee's attorney's fees on such appeal.

[illegible]

(a) consent to the making of 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) reconveyance may be described as any "deed" or persons grantee, entitled thereto," and the recitals therein of any "matters or facts shall be conclusive proof of the truthfulness thereof be not less than \$5. services mentioned in this paragraph shall be for the benefit of the beneficiary may at any

10. Upon any default by grantor, hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, enter upon and take possession of the indebtedness hereby secured, enter upon and take possession of the property of the indebtedness hereby secured, and collect the same, and apply the same to the issues and profits, including those past due and unpaid, and apply the same to the less costs and expenses of payment and collection, including reasonable attorney's fees upon default. In the event of new acquisition of said property, the same shall be deemed to be included in the property hereby secured.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may, at its option, either directly or indirectly, proceed to foreclose this trust deed thereon all sums secured hereby immediately and without notice to the grantor, or the beneficiary at his election may direct the trustee to foreclose this other right or equity as a mortgage, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event of a foreclosure sale, the beneficiary may, at its option, either purchase the property at the sale, or cause the sale to be recorded in its written notice of sale, in which case the trustee shall execute and cause to be recorded his written notice of sale and his election to purchase the said described real property to which the obligation secured hereby is attached, and the trustee shall fix the time and place of sale, give notice thereof as then required by §§ 67-735 to 67-795.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in several parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed, with any covenant or warranty, express or implied, that the property so sold, with all appurtenances, is the property of the trustee, the property so sold, with all appurtenances, is the property of the trustee, but including the truthfulness thereof. Any person, at the sale, shall herein trustee

15. When Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the sale to payment of (1) the expenses of sale, in the order of their priority, (2) to the obligation secured by the trust in the deed as a lien, (3) to the obligation secured by the trust in the trust agreement, and (4) to the obligation secured by the trust in the deed as their interests may appear in the order of their priority and (5) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

[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 an order of deed of trust or of any action or proceeding in which grantor, beneficiary or trustee may be involved 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

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 the purchase of real property, the improvement of real property, or the refinancing of a mortgage on real property.~~

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 or 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. 1310 or equivalent.

STATE OF Oregon

County of Klamath

Philip D. Steinert
Philip D. Steinert

Evelyn S. Steinert
Evelyn S. Steinert

Personally appeared Kerry S. Penn, personally known to me who was a subscribing witness to the foregoing instrument, who being sworn, stated that he resides at 18840 Ventura Blvd, Suite 215, Tarzana, CA 91356 and that he knew Philip D. Steinert & Evelyn S. Steinert the person described in and who executed the foregoing conveyance, and he acknowledged said instrument to be their voluntary act and deed.

Before Me:

Paulene J. Faulkner
Notary Public for Oregon

commission expires 6/16/92

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. 681)

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

Philip D. Steinert & Evelyn S. Steinert
5157 Frances Street
Oceanside, CA 92057

Grantor

Gleta Wampler
P.O. Box 134
Chiloquin, OR 97624

Beneficiary

AFTER RECORDING RETURN TO
Mountain Title Company
222 South Sixth Street
Klamath Falls, OR 97601

Steinert

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 31st day of May, 1990, at 10:16 o'clock A.M., and recorded in book/reel/volume No. M90 on page 10381 or as fee/file/instrument/microfilm/reception No. 15507. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Paulene J. Faulkner, Deputy

Fee \$13.00