

as Grantor, DONALD R. CRANE, as Trustee, and
GLEN E. KIRCHER and DAVID L. KIRCHER, or the survivor of them, Trustees.
as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 81 of Second Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof.

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 Fifteen Thousand (\$15,000) _____ thereon according to the terms of a promissory

sum of Fifteen Thousand (\$15,000) 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 _____, 19_____.
The date secured by this instrument is the date, stated above, on which the final installment of said note was paid.

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:

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; and 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, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay the filing name in the local, state or federal public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 such other hazards as the beneficiary may from time to time require, in and to the extent of not less than \$ _____, written in

[illegible]

act done pursuant to such notice.

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 and promptly deliver receipts therefor.

against said property, before any part of such taxes, charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to pay the same, the beneficiary, at its option, make payment thereof.

by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereon and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this indenture, shall be added to and become a part of the debt secured by this indenture.

hereby, together with the obligations described in paragraphs 1 and 2 hereof, shall be added to and become a part of the debt secured by the trust deed, shall be added to and become a part of the debt secured by the trust 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 hereinbefore described, as well as the grantor, shall be bound to the payment of the same, and the grantor of the obligation hereby created shall be bound to the payment of the same.

covenants hereof and for such payments, the grantor, shall be bound to the same extent that they are bound for the payment of the obligation hereby described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, be deemed by this trust deed immediately due and payable and

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 the administration and trustee's and attorney's fees.

6. To pay all costs, fees and expenses of the trustee in connection with or in enforcing this obligation and trustee's attorney 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 such 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, and to defend evidence of title and the beneficiary's or trustee's attorney's fees; to

any suit for the foreclosure of this debt, to pay the reasonable attorney's fees and costs, 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 from any judgment entered by the trial court, grantor further agrees to pay such sum as the court shall decree of the trial court. Grantor further agrees, as the beneficiary's or trustee's attorney's fees, to pay the reasonable attorney's fees and costs, 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 from any judgment entered by the trial court, grantor further agrees to pay such sum as the court shall decree of the trial court.

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 condemnation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies payable to beneficiary in such taking, which are in excess of the amount required to satisfy the claim of such taking, shall be paid to the beneficiary.

under the will, if so elected, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required 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 beneficiaries named herein; provided, however, that no part of the monies payable hereunder shall be applied by it first upon any reasonable costs and expenses and attorney's fees incurred by it first upon any reasonable costs and expenses and attorney's fees

incurred by grantor in such proceedings; and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action as shall be necessary in obtaining such court judgments.

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 (hereinafter called "the instruments") without affecting the validity of the instruments, shall be made by the grantor or its assigns and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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

10. Upon any demand made by the grantor hereunder, beneficiary may at any time without petition, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy or possession of said property or indebtedness hereby secured, sue in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the principal and interest on the indebtedness hereby secured, and its reasonable attorney's fees and costs and expenses of operation and collection, 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 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 said notice.

12. Upon default by grantor in payment of any indebtedness secured hereby in 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 demand. In such event the beneficiary at his or her direct the trustee to foreclose this trust deed in equity and by advertisement and sale, or may direct the trustee to pursue any other remedy, either at law or in equity, which the beneficiary desires. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall cause to be recorded his written notice of default and election to sell the said described real property to satisfy the trust deed secured hereby whereupon the trustee shall fix the time and place of sale and foreclose thereon as then required by law. \$48,866.725.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time a place designated, in the notice of sale or the time to which said sale may be postponed. The trustee may sell said property either

14. Otherwise, the 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 in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee's fees to be paid in advance to the purchaser its debt in form as required by law conveyed.

the highest bidder for cash, payable at the time of sale. The purchaser 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 implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the purchaser, 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, (2) the commission of the trustee and a reasonable charge by trustee to himself, and (3) to any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

shall apply the proceeds of sale to payment of (1) the expenses of the sale, (2) the costs of the deed, (3) the costs of recording the deed, (4) the compensation of the trustee and a reasonable charge by the trustee for his services, (5) the compensation of the attorney, (6) the obligation secured by the trust deed, (7) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (8) to the beneficiary of the trust deed as his interest may appear in the order of his interest entitled to a distribution of the proceeds of sale.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder.

16. Beneficiary may from time to time appoint one or more persons to act as trustee named herein or to any successor trustee appointed hereunder. 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 shall be by written instrument executed by beneficiary.

trustee, the latter shall be deemed to be the trustee of the trust created by the instrument upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary or beneficiaries of the trust, which instrument shall be duly executed and acknowledged by the trustee, which, when recorded in the mortgage records of the county or counties in 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 obligated to notify any party hereto of pending sale under any other deed of record in which grantor, beneficiary or trustee is named.

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 an organization, or (even if grantor is a natural person) are for business or commercial purposes.

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,

County of Klamath

This instrument was acknowledged before me on

May 2, 1990, by

David L. Kircher

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

19 , by

as

of

Notary Public for Oregon

My commission expires:

Debra M. Vassallo
Notary Public for Oregon

My commission expires: 10-2-93

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.

David L. Kircher

Grantor

Glen E. Kircher and

David L. Kircher, Trustees

Beneficiary

AFTER RECORDING RETURN TO
Donald R. Crane
296 Main Street
Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 26th day of July, 1990, at 10:21 o'clock A.M., and recorded in book/reel/volume No. M90 on page 14881 or as fee/file/instrument/microfilm/reception No. 18070, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Debra M. Vassallo Deputy

Fee \$13.00