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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, 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 656.205 to 656.285.

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 one first and one second mortgage, but with an estate sufficient to be full security for the debt herein secured.

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) ~~for the personal, family, or household use of the grantor or for the education of the grantor or for the medical expenses of the grantor or for the purchase, construction, or improvement of real property owned or to be owned by the grantor~~
(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.

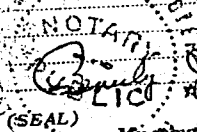
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required 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 August 2, 1990, by _____



Notary Public for Oregon

My commission expires: 1/11/1994

STATE OF OREGON.

County of _____

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

Notary Public for Oregon

My commission expires: _____

(SEAL)

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 _____, 19____.

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.

Grantor

Beneficiary

SPACE RESERVED

FOR

RECORDER'S USE

AFTER RECORDING RETURN TO

Randy Sines c/o Myron Sines
1423 E 36th
Spokane, WA 99203

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

By _____

TITLE

Deputy

PROMISSORY NOTE
(EXHIBIT B)

15561

This is a promissory note evidencing a debt of \$61,600.00 between Brian and Deanna Betz (debtors) and Randy D. Sines and Irene C. Sines (creditor).

We, Brian and Deanna Betz, for value received jointly and severally promise to pay to the order of creditors, and upon their death, to the order of their survivors, at Klamath Falls, Oregon, the sum of \$61,600.00, with interest thereon at the rate of 10% per annum from today's date until paid, payable as follows:

1. \$20,000.00 upon the sale of certain real property, described by exhibit B, including improvements thereon. In the event said property is not sold by August 15, 1991,
 - (a) \$10,000.00 shall be due and payable on August 15, 1991;
 - (b) Upon the subsequent sale of said property, the balance due remaining from the \$20,000.00 portion shall be met with the proceeds of said sale.
2. Debtors agree to pay, regardless of whether the property is sold or not, or when, agree to pay the sum of \$6,000.00 per year, commencing the first day of September, 1991 for the year 09-01-91 to 08-31-92, with payments not less than \$300.00 per month, with the first monthly payment due the first day of September, 1991 and thereafter on the first day of subsequent months.
3. The unpaid balance shall be due and payable in full on August 15, 1995.
4. Partial Security for this debt is granted in the form of a deed of trust upon said property identified in clause 1, supra.
5. Creditor shall have the right to accelerate this note, in whole or part, in the event of default in any of the terms described herein. Any change made or accepted by creditors with respect to execution of these terms shall be deemed an accomodation, and not a waiver of creditors' rights granted by this note.
6. Any and all costs, fees and disbursements made in collection of this debt as a result of debtors' default shall be the responsibility of the debtors.

Randy D. Sines
Randy D. Sines, Creditor

8/1/90
Date

Irene C. Sines
Irene C. Sines, Creditor

8/1/90
Date

Brian F. Betz
Brian Betz, Debtor

8-1-90
Date

Deanna Betz
Deanna Betz, Debtor

8/1/90
Date

CONTRACT OF SALE OF BUSINESS

This is a contract of sale between Randy D. and Irene C. Sines, hereinafter parties A, and Brian and Deanna Betz, parties B. It is entered into on the 1st day of August, 1990.

Parties A agree to sell, and parties B agree to buy, that business located at 1891 Avalon Street, Klamath Falls, Oregon, known as "Bakers 12", consisting of certain personal assets as described by exhibit A, attached hereto and by this reference incorporated herein, and subject to the following terms and conditions:

1. Full consideration is \$61,600.00, payable in accordance with the attached note, attached hereto as Exhibit B and incorporated herein, and partially secured by a deed of trust, attached hereto as Exhibit C and incorporated herein.

2. Parties B agree to use there immediate and best efforts to sell certain real estate, as described in Exhibit C, attached hereto and by this reference incorporated herein, in partial satisfaction of the debt evidenced by the note, Exhibit B. However, neither this sale nor satisfaction of the underlying incorporated instruments are intended to be contingent upon the successful sale of that property.

3. This sale is contingent upon satisfactory execution of a sublease of the premises from parties A to parties B, and is contingent upon the specific approval of the owner of said property and the primary lessor from which party A leases the property. This sale is effective upon the latter occurrence of the above contingencies and August 16, 1990.

Randy D. Sines
Randy D. Sines, Seller

8/1/90
Date

Irene C. Sines
Irene C. Sines, Seller

8/1/90
Date

Brian L. Betz
Brian Betz, Buyer

8-1-90
Date

Deanna L. Betz
Deanna Betz, Buyer

8/1/90
Date

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 3rd day of Aug. A.D., 1990 at 3:39 o'clock P.M., and duly recorded in Vol. M90 of Mortgages on Page 15559.

FEE \$23.00

Evelyn Biehn - County Clerk

By Darlene Nielsen