

Vol m90 Page 17562

August 1990, between

... as Trustee, and

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:
Lot 6, Block 7, Tract #1076, THIRD ADDITION TO ANTELOPE MEADOWS, in the County of
Klamath, State of Oregon.

UKD21 DERD

CODE 206 MAP 2310-16BO TL 3600

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 TWO THOUSAND FOUR HUNDRED NINETY FIVE AND 00/100 Dollars with interest thereon according to the terms of a promissory note, the sum of (\$2,495.00) is hereby deposited with said real estate.

sum of TWO THOUSAND FOUR HUNDRED NINETY FIVE AND 00/100 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, if not sooner paid, to be due and payable August 31, 1992 by this instrument is the date, stated above, on which the final installment of said note

becomes 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; and to permit any waste of said property.

not to commit or permit any waste of said property.

To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all taxes, charges, assessments, interest and costs therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing said searching statements pursuant to the Uniform Commercial Code; if the beneficiary may require and to pay for filing same in the proper public office or -offices, as well as the cost of all lien searches, notices and other expenses which may be incurred in connection with the same; by filing officers or searching agencies as may be deemed desirable by the beneficiary.

To cause to be maintained and to pay for and to cause to be renewed and to cause to be kept in force and effect, at all times, fire, theft and other insurance on the buildings

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 an amount not less than the full insurable value, written in accordance with the policy or policies of insurance, all such insurance policies of insurance shall be delivered to the beneficiary, with loss payable to the beneficiary, and if the grantor shall fail for any reason to deliver said policies of insurance to the beneficiary at least fifteen days prior to the expiration of the term of the insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The beneficiary may determine under any fire or other insurance policy may be collected by beneficiary under any indebtedness secured hereunder, the entire amount so collected, or any part thereof may be released to grantor. Such application or release shall not constitute a release or waiver of any default or notice of default hereunder or invalidate any action taken pursuant to such notice.

not cure or waive any of the foregoing. 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 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 tendering beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, 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 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 any breach of any of the covenants hereof and for such payments, as well as the principal of the debt secured hereby, hereinafter described, as well as the payment of the obligation herein same extent that they are bound for the immediately due and payable without described, and all such payments thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and all such sums secured by 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 actually incurred, and defend any action or proceeding purporting to

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 evidence of title and the beneficiary's or trustee's attorney's fees; the amount of such costs and expenses 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 rendered by the trial court, grantor further agrees to pay 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: In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiaries shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay all reasonable expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiaries. If the amount of such monies in excess of expenses and attorney's fees, applied by it first upon any reasonable costs, necessarily paid or incurred by beneficiaries in such proceedings, and the balance applied upon the indebtedness of beneficiaries, shall be insufficient to make such payment, then the balance secured hereby; and grantor agrees, at its own expense, to make such payment and execute such instruments as shall be necessary in obtaining such compensation for beneficiaries' 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, loan endorsement (in case of full reconveyances, for cancellation) without affecting the liability of any person for the payment of the indebtedness, trustee may

(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 in any deed or the lien or charge thereon; (d) reconvey, with warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the same," and the recitals therein of any matters or facts shall constitute prima facie proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$500.00, payable at any time.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent or by attorney, as it may deem proper, enter upon and take possession of said property, together with all the contents thereof, and may sell, lease, convey, assign, or otherwise dispose of the same, with or without the aid of a court, and may sue, defend, compromise, settle, or otherwise dispose of all claims, issues and profits, including those past due and those to become due, and may do all things necessary or proper to carry out the purposes of this agreement, and may apply the same, together with the proceeds of the sale of the property, to the payment of the costs and expenses of collection and collection, including reasonable attorney's fees and expenses of the beneficiary, and in such order as the 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 such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder and payable, In such an event the beneficiary may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary shall execute and cause to be recorded his written instrument of foreclosure to sell the said described real property to satisfy the obligations secured hereby, and thereafter 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 the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale in the manner provided in ORS 86.740 to 86.795.

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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder in cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property to be sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase 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, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, (4) to any interest which may appear in the order of their priority and (5) then to the interests of the beneficiaries in the order of their priority. Any surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trust named herein or to any conveyance to the successor trustee, the latter shall be named or appointed by the beneficiary, and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust instrument and its place of record, which, when recorded in the County Clerk's Office, shall constitute 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 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, 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 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 696.555.

7A2E3

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

Covenants, Conditions, Restrictions, and easements of record.

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, household or agricultural purposes (see Important Notice below),
- (b)- for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, 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 acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Marion } ss.
August 27, 1990.

Personally appeared the above named

LEONARD E. KLINE

DELORIS A. KLINE

Deloris A. Kline
DELORIS A. KLINE

Leonard E. Kline
LEONARD E. KLINE

LEONARD E. KLINE

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, and _____, who, each being first

duly sworn, did say that the former is the _____ president and that the latter is the _____ secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires: 9/27/92

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

CODE 509 NWB S310-1050 JT 3800

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. 881-1)

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

LEONARD E. KLINE

DELORIS A. KLINE

BETTY JEAN KURTZ

BELLA JEAN KOBLS

Grantor

Beneficiary

AFTER RECORDING RETURN TO:

LEONARD E. KLINE 509 NWB S310-1050 JT 3800
Betty Jean Kurtz
1280 N.E. Davis Court
Hillsboro, OR 97124

SPACE RESERVED

FOR

RECORDER'S USE

BEVD LIFE COMPANY

KLINE 509 NWB S310-1050 JT 3800

TRUST DEED

Fee \$13.00

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the 31st day of Aug., 1990, at 2:16 o'clock P.M., and recorded in book/reel/volume No. M90 on page 17562 or as document/fee/file/instrument/microfilm No. 19618. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

Pauline Mullins, Deputy
NAME TITLE