

## TRUST DEED

Vol. m90 Page 1979

THIS TRUST DEED, made this 23th day of September, 1990, between

AUDIE SOYLAND & LINDA SOYLAND, husband and wife  
Grantor, Mountain Title Company of Klamath County,  
KENNETH H. STRUCK & VIRGINIA M. STRUCK, Husband and wife

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 1, 2 and 3 in Block 29 of MOUNTAIN VIEW 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 021CC 05200

together with all and singular the improvements, 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.

FROM THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTY FOUR THOUSAND SIX HUNDRED EIGHT AND 14/100 \$54,608.14 Dollars, with interest thereon according to the terms of a promissory note of grantor herewith, payable to beneficiary or credit and made by grantor, the final payment of principal and interest hereof, if not accrued paid, to be due and payable as 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.

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

1. To protect, preserve and maintain the property in good condition and repair, but not remove or demolish any building or improvement thereon, nor to permit any waste of said property.

2. To complete or cause promptly to be completed or maintained or repaired any improvements which may be committed, damaged or destroyed thereto, and pay what sum or costs thereof thereto.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to pay as soon as practicable such amounts of such financial statements pursuant to the Uniform Commercial Code as the beneficiary may require and in no case later than the time of the cost of all labor and materials made by the beneficiary or his agents or employees as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and other structures erected on the land previously against loss or damage by fire and such other hazards as may be required by law or by the state engineer, as determined by him.

INSURABLE VALUE. The beneficiary, will have payable to the beneficiary, within 30 days after receipt of notice of the amount of the premium paid by the grantor, the amount of the premium paid by the beneficiary of said insurance, and the amount of any premium to be paid by the grantor prior to the expiration of any policy he has purchased or will thereafter purchase for all buildings, the beneficiary and his personalty the sum of \$100,000.00. The amount of any premium paid by the grantor, or any other insurance policy may be reduced by beneficiary upon any reduction in value of the beneficiary's property held by grantor, either by sale, payment or by providing beneficiary with funds with which to make up the loss and default or notice of default hereunder if evidence and shows that he will sustain.

5. The grantor and grantee from time of construction date and for all taxes, assessments and other charges that may be levied against the land and upon or against said property before the date of such taxes, assessments and other charges, before the point also of disbursement and payment of any debts, taxes, assessments, interest, damages, losses or other claims unpaid by grantor, either by sale, payment or by providing beneficiary with funds with which to make up the loss and default or notice of default hereunder if evidence and shows that he will sustain.

6. The grantor and grantee from time of construction date and for all taxes, assessments and other charges that may be levied against the land and upon or against said property before the date of such taxes, assessments and other charges, before the point also of disbursement and payment of any debts, taxes, assessments, interest, damages, losses or other claims unpaid by grantor, either by sale, payment or by providing beneficiary with funds with which to make up the loss and default or notice of default hereunder if evidence and shows that he will sustain.

7. To pay all costs, taxes and expenses of this deed, including the cost of recording it, as well as the other costs and expenses of the trustee incurred in connection with or in reducing the obligations and trustee's attorney's fees actually incurred.

8. To defend and defend any attorney or process server, preparing to defend the attorney or process server, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit by the beneficiary of this deed, to pay all costs and expenses, including judgment of the beneficiary or trustee, in all items shall be paid by the trustee, fees mentioned on the instrument 2 in all items shall be paid by the trustee, and in the event of a appeal item 1 and judgment or decree of the trial court, trustee further agrees to pay both items as the appellate court shall adjudge reasonable as the beneficiary or trustee's attorney's fees as such appear.

9. To mutually add that:

10. It is agreed that any portion of all or said property shall be taken under the right of eminent domain or condemned, hereinafter shall have the right, if so elected to require that all or any portion of all the property payable as compensation therefor for such taking, which are in excess of the amount required to pay all reasonable legal expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to the beneficiary and deducted from the amount payable to the trustee, and if any amount remains after the item 8 above and reasonable legal expenses and attorney's fees deducted, the same shall be paid to the beneficiary, and the beneficiary shall be entitled to receive a fee for his services in such representation, and the beneficiary agreed, upon the indicated fees received by him and grantor agrees, at its own expense, to file such actions and notices and instruments as shall be necessary in protecting such compensation, personally upon himself or his agents.

11. At any time and from time to time upon written request of beneficiary, payment of all fees and expenses of this deed and the note for undivided interest in said property, for cancellation, without affecting the liability of any person for the payment of the last mentioned, trustee may file a notice to the record of any map or plot of said property; (b) join in

NOTE: The Trust Deed Act provides that this trust deed must be either on 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 in the state, its corporation, division, agency or branch in the United States or any agency thereof, or an escrow agent licensed under ORS 696.503 to 696.585.

19780

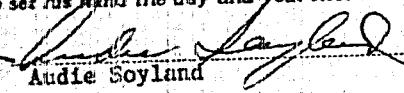
The grantor covenants and agrees to and  
fully binds in fee simple of said described real property and has a valid, unencumbered title thereto.  
Trust died in favor of Klamath First Federal Savings & Loan, recorded June 18, 1985,  
Volume 1885, Page 9157  
SEE ATTACHED made a part herein  
and that 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),  
~~XXXXXX~~

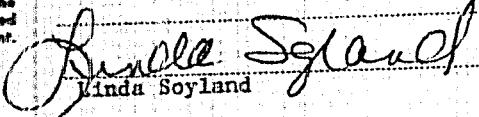
This deed appertains, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. When the Beneficiary shall mean the holder and owner, including pledgee, of the contract herein referred to, whether 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.

**WARRANTY NOTICE:** Dated, by being set, whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and the Beneficiary is a creditor as such as is defined in the Truth-in-Lending Act and Regulation Z, the Beneficiary MUST comply with the Act and Regulation Z by making required disclosures for this purpose use Form H-100, Form No. 1310, or equivalent. If compliance with the Act is not required, disregard the notice.



Audie Soyland



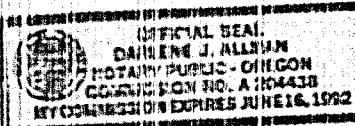
Linda Boyland

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 4/27/90,  
by Audie Boyland and Linda Soyland

This instrument was acknowledged before me on 19,  
by

as   
of



Daffene J. Allman  
Notary Public for Oregon  
My commission expires 6/16/92

RECEIPT FOR FULL RECONVEYANCE

To be used only when old portions have been paid.

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 (either 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

DAVID:

Beneficiary

**TRUST DEED**

PLAT NO. 4311  
LAW NO. 100-1000-1000

Soyland  
1007 LORAN Linda  
Klamath Falls, OR 97601  
Grantor

Shuck  
Beneficiary

AFTER RECONVEYING RETURN TO

MIC  
221 South Sixth  
Klamath Falls, OR

SPACE RESERVED  
FOR  
RECORDEE'S USE

STATE OF OREGON,

County of KLAMATH ss.

I certify that the within instrument was received for record on the 19 day of April, 1990, at 10:00 o'clock A.M., and recorded in book/reel/volume No. 1000 on page 100 or as fee/file/instrument/microfilm/reception No. 1000. Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

NAME

TITLE

By

Deputy

19781

This trust deed is an "All Inclusive" Trust Deed and is second and subordinate to the Trust Deed now of record dated June 13, 1985 and recorded June 18, 1985 in Volume M85, Page 9157, Microfilm records of Klamath County, Oregon, in favor of Klamath First Federal Savings & Loan Association as beneficiary, which secured the payment of a note therein mentioned.

Beneficiaries herein, agree to pay when due, all payments due upon the said beneficiary note in favor of Klamath First Federal Savings & Loan Association, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and trust deed, Grantors herein may take said delinquent payments and any sums so paid by grantor herein shall then be credited upon the sums next to become due upon the note secured by this trust deed.

STATE OF OREGON: COUNTY OF KLAMATH

Filed for record at request of \_\_\_\_\_ of \_\_\_\_\_ A.D. 19\_\_\_\_ at \_\_\_\_\_  
of \_\_\_\_\_ M. I. S. \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ A.M., and duly recorded in Vol. \_\_\_\_\_  
of \_\_\_\_\_ M. I. S. \_\_\_\_\_ on Page \_\_\_\_\_ on \_\_\_\_\_ day  
Evelyn Biehn - County Clerk  
By \_\_\_\_\_

FEES \$18.00