

Vol. m90 Page 19866

Aspen Title & Eschom, Inc., as Trustee, and
Robert C. Brown and Karen W. Brown, husband and wife with full rights of
joint worship.

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

THIS TRUST DEED IS A SECOND TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRST DEED IN FAVOR OF ROBERT C. BROWN AND KAREN V. BROWN.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
NINE THOUSAND AND NO/100-
(\$9,000.00)-

NINE THOUSAND AND NO/100 - - - - - Dollars, with interest thereon according to the terms of a promissory note (if) from date hereof payable to beneficiary of order and made by grantor, the final payment of principal and interest hereof, if not otherwise paid by then and payable March 28, 1991, on which the final installment of said note

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 otherwise disposed of by the grantor without first having obtained the written consent or approval of the beneficiary thereof, or 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.

7. Witness the validity of this trust deed, for me and mine:

7. To protect the security of this trust deed, for so long as it is in effect, positive and maximum said property is good condition and value, and to ensure it is described as follows: a long-term investment property.

[illegible][illegible][illegible]

(d) To pay all debts, taxes and expenses of the trust, including the costs of litigation; and

(e) In carrying out such duties as may be imposed upon it by the court.

[illegible]

It is respectfully suggested that:

It is mutually agreed that:

M. In the event that any portion or all of said property shall be taken without the right of eminent domain or expropriation, through any lawful means, the right of an owner, to require that the owner pay for the value of the property taken, shall be preserved. Such an owner is entitled to the amount required for the reimbursement of the costs, expenses and attorney's fees necessarily paid in connection with the recovery of the property in such proceedings, and the said owner shall be entitled to the reimbursement of the costs, expenses and attorney's fees applied for if said party may successfully defend the property in such proceedings, and in such proceedings, and the balance applied to the satisfaction of such proceedings, and an owner applying for the reimbursement of such costs, expenses and attorney's fees, shall be required to furnish such evidence as may be necessary to establish the facts required.

9. All any thing and from time to time upon written request of bearer having possession of its form and presentation of the card and the note in return for one day's full employment, for each day, without affecting the liability of any person for the payment of the said business, trustee may

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) reconvey, without warranty, all or any part of the property. The term "any conveyance" 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 shall not be less than \$5.

[illegible]

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 in violation of any such notice.

[illegible]

12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the amount of the debt, the default may be cured by paying the amount secured by the trust deed. If the cure other than such portion as would not then be due and no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required by the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall be responsible for the default and expenses actually incurred in enforcing the obligation of the trust deed together with the trustee's and attorney's fees not exceeding the amounts provided for in the deed.

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 adjourned by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels sold to the highest bidder for cash, and the proceeds of the sale shall be paid in full to the highest bidder in the form as required by law conveyed shall deliver to the purchaser a deed in the form as required by law conveyed. The recitals in the deed of any matters of fact shall be conclusively presumed to be true and correct and shall not be subject to challenge or dispute of the truthfulness thereof. Any person who purchases the property shall be deemed to have purchased at the sale.

of the trustfulness thereof. The trustee shall have the right to sell the real estate of the grantor and beneficiary, may purchase at the sale.

Section 2. 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 attorney's fee, (3) the obligation secured by a trust deed, (3) to all persons having recorded liens on the interest of the trustee in the trust deed as their priority shall appear in the order of their priority and (4) to the grantor or his successor in interest entitled to such surplus.

Section 3. The trustee shall have the right to time appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon each 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 and substitution shall be made by written instrument recorded by the beneficiary, 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.

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 trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

NOTICE: The Oregon State Bar, a bank, trust company or savings and loan association authorized to insure title to real estate in the State of Oregon, or an escrow agent licensed under ORS 696.505 to 696.585, must be either an attorney, who is an active member of the Oregon State Bar, or a company authorized to insure title to real estate in the State of Oregon, 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 except as set forth on the first page hereof 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 is chosen 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: Lender, by using not, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such (as 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 Statement Form 101, 101A, or equivalent. If compliance with the Act is not required, disregard this notice.

Brian H. Littleton
Dorothy J. Littleton

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on September 28, 1990, by Brian H. Littleton and Dorothy J. Littleton

This instrument was acknowledged before me on March 10, 1993, by

as of

Darlene P. Aldington
Notary Public for Oregon
My commission expires March 22, 1993

REQUEST FOR FULL RECONVEYANCE

To be used only when all 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 convey, 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 INSTRUMENT which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(JUL 28 1993)

UNRECORDED INSTRUMENT FILED FOR RECORD

Grantor

Beneficiary

AFTER RECORDING RETURN TO
Aspen Title & Escrow, Inc.
Attn: Collection Dept.

SPACE RESERVED
FOR
RECORDING USE

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 19 day of 1993, 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

TITLE

By Deputy

19868

EXHIBIT "A"

A parcel of land situate in the N 1/2 SW 1/4 NW 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point marked by an iron pin driven in the ground in the center line of a 60 foot roadway, from which the section corner common to section 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, bears South 89 degrees 44 1/2' West along the center line of said roadway, 879.4 feet to a point in the West boundary of said Section 11, and North 0 degrees 13 1/2' West along the section line 1662.5 feet; thence running North 89 degrees 44 1/2' East along the center line of above mentioned roadway, a distance of 135.0 feet; thence North 0 degrees 7' West, 331.75 feet, more or less, to a point on the Northerly boundary of said N 1/2 SW 1/4 NW 1/4 of said Section 11; thence South 89 degrees 47' West along said boundary line 135.0 feet; thence South 0 degrees 07' East, 331.85 feet, more or less, to the point of beginning.

CODE-41 MAP 3909-118C 11. 600

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 1st _____ day
of _____ Oct. _____ A.D. 19 90 at 4:06 o'clock _____ P.M., and duly recorded in Vol. M90
of _____ HILLSIDES _____ on Page 19865.

FEE \$13.00

Evelyn Biehn County Clerk

By Debra Muelenda