

THIS TRUST DEED, made this

22nd

October

1. HUSRA

19 90

90

19..... <sup>90</sup> between

as Grantor, ASPEN TITLE & ESCROW, INC.  
ESTHER DAVIS

as Beneficiary

WITNESSETH.

in County, Oregon, described as:

SEE EXHIBIT "B" ATTACHED HEREIN

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way thereto in anywise appertaining, and the rents, issues and profits thereof and all other rights thereunto belonging or in any way thereto in anywise appertaining with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty Two Thousand Four Hundred Eighty and no/100 (\$22,480.00) Dollars.

-----(\$22,450.00)----- 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 at maturity of 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 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 above, herein, shall become immediately due and payable.

To protect the security of all

1. To protect, preserve and maintain said deed, grantor agrees:  
and repair; not to remove or demolish any building or improvement thereon;  
not 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 have been destroyed, damaged or removed or demolished any building or improvement in good condition not to commit or permit any waste of said property.

destroyed thereon, 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 so requests, to file a statement of such financing statements pursuant to the Uniform Commercial Code as 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 made by the filing officers or searching agencies.

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 other hazards as the beneficiary may desire, to the time to time require, in companies acceptable to the beneficiary, with loss payable to the beneficiary, the policies of insurance shall be assigned to the beneficiary as soon as insured and deliver said policies to the beneficiary at least 30 days prior to the expiration of any policy of insurance now or hereafter in place on said buildings, collected under any policy of insurance policy may be applied for and the amount of any partial, may be released to grantor, such application or release shall not cure or waive any default or notice of default.

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 or other charges become due, the grantor hereby covenants and promises to deliver 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 the funds with which to make such payment, beneficiary may, at its option, make such payment thereof, and the amount of such interest at the rate set forth in the note secured hereby, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this note and shall be secured by the property described in the deed secured by this deed. For such payments, with interest as aforesaid, any of the covenants hereinbefore described as well as the grantor, shall be bound to the same extent that they are bound to the payment of the obligation herein described, and all such payments shall be made when due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of the covenants hereinbefore made by the grantor.

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 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, to defend, without payment of attorney's fees mentioned in this paragraph, the attorney's fees; the title of the trial court and in the event of an appeal from any such judgment, decree or order of the trial court, the appellant agrees to pay such sum as the appellate court shall adjudge reasonable.

*It is mutually agreed that*

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 it is necessary, to require that all or any portion of the money payable as compensation to the owner of said property shall be paid to the beneficiary to pay all reasonable costs, expenses and attorney's fees in excess of the amount required to be paid by grantor in such proceedings, shall be paid to the beneficiary and applied by the beneficiary to pay all reasonable costs and expenses and attorney's fees both in the trial and appellate proceedings, and to pay all reasonable costs and attorney's fees in such proceedings, and the balance applied upon the indebtedness of beneficiary to grantor, and grantor agrees, at its own expense, to take such actions and execute such orders as shall be necessary in obtaining the right of compensation, promptly upon being notified by beneficiary.

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 for 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) cause

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, to grantee in any reconveyance which 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 services mentioned in this paragraph shall be:

10. Upon any default by Grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by receiver to be appointed by the court, and without regard to the adequacy of security for the debt, enter upon and take possession of the property of the Grantor for any or all of the purposes herein stated, including the collection of the principal and interest on the debt, the payment of the costs and expenses of operation and the payment of the taxes and other liabilities of the business, and upon any indebtedness secured by a mortgage, including reasonable attorney's fees.

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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the trustee shall declare all or part hereby immediately due and payable. In such event the beneficiary at law and hereby may proceed to foreclose this trust deed advertisement and sale, or may direct the trustee to foreclose this trust deed by the beneficiary at law or in equity, which the beneficiary may have in the event the trustee shall execute and foreclose by advertisement and sale, the beneficiary and his election to sell the said described property as recorded his written notice of default secured hereby whereupon the trustee shall fix the property to satisfy the obligation of the beneficiary as then required by law and proceed to foreclose by advertisement and sale, give in the manner.

[illegible]

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 accept the highest bid or bids for the highest bidder for cash, payable at the time the parcel or parcels at such sale are sold. The purchaser of the property shall convey to the trustee the property so sold, without any covenant or warranty, expressed or implied. The recitals in the deed, without any covenant or warranty, expressed or implied, shall be the deed, and no matters of fact shall be conclusive proof of the truthfulness thereof. Any purchase by the trustee, including the grantor and beneficiary, may purchase the property 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 trust deed, (4) to all persons due as their interests may appear in the interest of the trustee in the trust surplus, if any, to the grantor or his heirs, assigns, personal representatives, and (5) the beneficiary, may purchase at the 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. Upon such appointment, and without any further appointment hereunder, the trustee shall be vested with all title, powers and duties of the successor or successors so appointed hereunder. Each such appointment and substitution shall be made by a written instrument executed by beneficiary, which, when recorded in the mortgage office of the county or counties in which the property is situated, shall be conclusive proof of the appointment of the successor or successors to the trust.

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 such party.

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 696.565.

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.

William O. Sheridan

Cynthia J. Sheridan

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 10/24, 1990,  
by William O. Sheridan & Cynthia J. Sheridan

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Jandra Handscher

Notary Public for Oregon

My commission expires 7-23-93

#### 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.

Grantor

SPACE RESERVED  
FOR  
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

ASPEN TITLE & ESCROW, INC.  
525 MAIN STREET  
KLAMATH FALLS, OR 97601

STATE OF OREGON,

County of Klamath ) ss.

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

TITLE

By \_\_\_\_\_ Deputy

22411

## EXHIBIT "A"

Vacated Lots 4 and 5, Block 40, WEST KLAMATH, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the Northerly 12 feet of vacated Block 40 as conveyed to Henry M. Lietske and Mina Lietske, husband and wife by Deed recorded in Book 258 at Page 92, Deed Records.

AND the N 1/2 of the portion of vacated Holliday Drive adjacent to Lots 4 and 5, Block 40 in vacated West Klamath, Section 13,, Township 39 South, Range 8 East of the Willamette Meridian. Said property vacated by Ordinance #5440, recorded in Book 101 at Page 59, Deed Records.

CODE 7 MAP 3908-13AD TL 400  
CODE 7 MAP 3908-13AD TL 500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 8th day  
of Nov. A.D., 19 90 at 10:39 o'clock A M., and duly recorded in Vol. M90,  
of Mortgages on Page 22409.  
Evelyn Biehn - County Clerk  
By Deborah Mueller

FEE \$18.00