

THIS TRUST DEED, made this 14th day of February, 1991, between

I. Schweiger and Markey S. Schweiger

Motor Investment Company

WITNESSETH:

Lot 7, Block 5, First Addition
County of Klamath, State of Oregon.

tion with said real estate. **OR SECURING PERFORMANCE** of each agreement of grantor herein contained and payment of the

sum of Three thousand three hundred forty-two and 03/100 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, it not sooner paid, to be due and payable February 10, 1994 1994 on which the final installment of said note is due.

The date of maturity of the debt secured by this instrument shall be the date when the 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 hereinafter expressed, shall become immediately due and payable.

1. To protect, preserve and maintain said property in good condition 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 any building or improvement which may be constructed, damaged or 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 execute and file with the proper public officers the Uniform Commercial Code as the beneficiary's agent to acquire and to pay for filing same in the proper public office, and with the cost of all lien searches made by said public officers or searching agencies as may be deemed desirable by the beneficiary.

4. To cause to be maintained and kept in good order and repair the buildings

4. To provide and continuously maintain insurance against loss or damage by fire now or hereafter erected on the said premises against time to time require, in and such other hazards as the beneficiary may from time to time require, in an amount not less than \$_____insurable value_____, written in company acceptable to the beneficiary, with loss payable to the latter; policies of insurance shall be delivered to the beneficiary as soon as secured; if the grantor shall fail or any reason to procure any such insurance and to deliver said policies to the beneficiary at least ten days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or marine insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, and at option of beneficiary the entire amount so collected may be paid thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free and clear of all taxes, assessments and other charges, all such taxes, assessments and other charges become payable by the grantor and the grantor shall promptly deliver receipts therefor to the beneficiary. Should the grantor fail to make payment of any taxes, assessments, premiums, liens or other charges payable by grantor, the beneficiary shall, at its option, make payment thereof, with which to direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with the obligations described in paragraphs 6 and 7 of this hereby, together with any additions 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 breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation hereby described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall be added to 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.

7. To appear, in and defend the interests of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including but not limited to the foreclosure of this deed, to pay all costs and expenses incurred by the beneficiary or trustee or the attorney's fees; the including evidence of title and the beneficiary's or trustee's interest in the property; and to pay the amount of attorney's fees mentioned in paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court the 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:

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 so elects, to require that any or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to satisfy all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, be paid to beneficiary and attorney's fees, applied by it to the satisfaction of such costs and expenses and attorney's fees, and the balance of the same to be paid to beneficiary. Beneficiary shall have the right to file and prosecute in any state or federal court, or in any state or federal appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the taking of such actions secured hereby; and grantor agrees, that it shall be necessary in obtaining such claim and execution, promptly upon beneficiary's request.

9. At any time and from time to time upon written demand of the 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) join in

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 grantee, in any reconveyance 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 above mentioned acts or omissions shall be not less than \$5.

time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any collection of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name, and otherwise collect the rents, issues and profits, including interest due and unpaid, and apply the same, after deducting its costs of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession or control of the property of the insured, or 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 hereunder, the beneficiary of the hereby or in his performance of any agreement hereunder, the beneficiary may, at his option, at his expense with respect to such payment and/or performance due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by advertisement as a mortgage, or may direct the trustee to foreclose this trust deed by advertisement as a mortgage, or may direct the trustee to pursue any other legal remedy, whether at law or in equity, which the beneficiary may see fit to pursue. If the beneficiary elects to foreclose by advertisement as a mortgage, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and his election to sell the said described property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as herein required by law and proceed to foreclose this trust deed in accordance with ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure proceedings, the trustee conducts the sale, and at any time prior to 5 days before the date of the sale, the trustee may cure the sale, the grantor or any other party to the deed, or the beneficiary of the deed, may cure the default or defaults caused by the default consists of a failure to pay, when the default is caused by the trustee, the default may be cured by the trustee paying the entire amount due at the time of the cure or the other party to the deed, such portion as would not then be due had no default occurred, by tendering the performance required under the deed being cured; may cure the default or defaults caused by the trustee, the grantor or any other party to the deed. In any case, in addition to curing the default or defaults, the person electing the cure shall pay the reasonable costs of the trustee's fees and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided for in the deed and at the time and

14. Otherwise, the sale shall be held on the time to which said sale may be placed designated in the notice of sale. The trustee may sell said property either in one parcel or as provided by the following: The trustee may sell the parcel or parcels at a public auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law. The trustee shall deliver to the purchaser its deed in form as required by law, express or implied, the property so sold, but without any covenant or warranty. The trustee shall execute the deed of the truthfulness thereof. Any person, including the trustee, but including the trustee, shall be liable for the sale.

15. When trustee shall pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the cost of compensation of the trustee and a reasonable charge by trustee for attorney's fees; (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 deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time name or appoint a successor trustee appointed here-
to by any trustee named herein or to whom a successor trustee appointed to the successor
under. Upon such appointment, and without conveyance to the successor
and trustee, the latter shall be vested with all title, powers and duties conferred
upon any trustee named or appointed hereunder. Each such appointment
and substitution shall be made by written instrument executed by the donor
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
of the successor trustee.

17. Trustee accepts this trust when 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, 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 696.585.

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

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.

(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 2/5, 1991, by ARLIND

DENNIS J. SCHWEIGER
MARKEY S. SCHWEIGER

Notary Public for Oregon

OFFICIAL SEAL
THOMAS A. MOORE

NOTARY PUBLIC-OREGON

COMMISSION NO. 00001997

MY COMMISSION EXPIRES NOV. 23, 1994

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on 2/5, 1991, by ARLIND

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 ARLIND.

DATED: 2/5, 1991

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. 851)

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

Dennis J. Schweiger and

Markey S. Schweiger

4848 Darwin Place

Grantor

Klamath Falls, OR 97603

Beneficiary

AFTER RECORDING RETURN TO
Motor Investment Company

PO Box 309

Klamath Falls, OR 97601

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 15th day of February, 1991, at 3:55 o'clock P.M., and recorded in book/reel/volume No. M91 on page 2909 or as fee/file/instrument/microfilm/reception No. 25974, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Bernita L. Ketch, Deputy

Fee \$13.00