

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
ROD TIAHRT

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 9 in Block 1 of FIRST ADDITION TO LOMA LINDA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

sum of ****SEVEN THOUSAND TWO HUNDRED AND NO / 100ths****** 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 May 30, 192001.
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.

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.

2. 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 costs incurred 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 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 filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building 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 \$ full insurable value written in

an amount not less than \$ 250,000 and the policies of insurance shall be delivered to the beneficiary as soon as insured if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of insurance now or hereafter placed on said buildings.

the beneficiary may procure the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or

may determine, or at option of beneficiary, the amount of such release shall be determined by the court. Any application or release shall not cure or waive any default or notice of default hereunder or invalidate any action taken hereunder until after the expiration of the time period set forth herein for taking corrective action, and shall not constitute an admission of liability. This agreement shall not be done pursuant to such notice.

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 said premises, the grantor hereby covenants and warrants that the grantor shall pay all taxes, assessments and other charges that may be levied or assessed upon said premises and shall deliver receipts therefor to the grantee. Should the grantor fail to make payment of any taxes, assessments or other charges, the grantee shall have the right to pay the same and to recover the amount paid from the grantor.

to beneficiary; should the grantor fail to make payment by any means, the grantor shall, nevertheless, be obligated to pay to the beneficiary, by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereon and the amount so paid, with interest at the rate set forth in the note secured by the mortgage, shall constitute payment of the obligations described in paragraphs 6 and 7 of the

and the amount so paid, shall be applied to the satisfaction of the obligations described in paragraphs 6 and 7 of the deed hereby, together with the obligations described in paragraphs 8 and 9 of the deed hereby, and the sum of \$100,000.00, which shall hereby, together with and become a part of the debt secured by the trust deed, shall be added to and become a part of the debt secured by the 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 promisor hereby binds himself, his heirs, assigns and legal representatives, and the grantor, shall be bound to pay the same, according to the terms and conditions hereinbefore described, as well as the payment of the obligation hereby created.

erty hereinbefore described, as well as the payment of the obligation here-
same extent that they are bound for the payment of and payable with
described, and all such payments shall be immediately due and payable with-
out notice, and the nonpayment thereof shall, at the option of the beneficiary,
render all sums secured by this trust due immediately due and payable and
the balance of 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 any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including suit for the foreclosure of the beneficiary's or trustee's attorney's fees; and to do all things which may be required by paragraph 7 in all cases shall

cluding evidence of title and the beneficiary's interest in the property. The amount of attorney's fees 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 decreed 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:

[illegible]

applied by it first upon any reasonable costs necessarily paid or incurred by both in the trial and appellate courts, necessarily applied upon the indebted beneficiary in such proceedings, and the balance applied upon the indebted secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such execution promptly upon beneficiary's 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 and endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee shall make the making of any map or plat of said property; (b) joint

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 foregoing shall be as set forth in the schedule, and shall be not less than \$5.

be constructive proceeds of such sale shall be not less than \$5.

10. Upon my default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a power to be appointed by a court, and without further consent or acquiescence of any security for the indebtedness herein secured, enter upon and take possession of said property in its entirety, whether or not it has been previously sold, mortgaged, leased, conveyed or otherwise disposed of in any part thereof, in its own name sue or otherwise collect the same, issues and profits, including those past due and unpaid interest thereon, principal, costs and expenses of operation and collection, including reasonable attorney's fees and other indebtedness secured hereby, and in such order as 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 lire 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, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such case, the beneficiary may proceed to foreclose this trust deed.

declare all sums secured in advance to be paid to the beneficiary, and the beneficiary may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the trust shall be deemed to have given written notice of delinquency to the trustee.

the beneficiary elects to foreclose by advertisement, the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon 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 accordance with the provisions of the Oregon Trust Deed Law, Chapter 86, Oregon Revised Statutes, as amended, provided in ORS 86.735 to 86.795.

13. 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 87.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the debt secured by the trust deed, the default may be cured by paying the debt.

the default of the beneficiary, the default may be cured by paying the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default, the trustee shall pay to the beneficiary all costs incurred by the beneficiary in connection with the curing of the default.

obligation or trust deed. In any case, the person effecting the cure shall pay to the beneficiary all costs, defaults, and expenses actually incurred in enforcing the obligation of the trust together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the 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 in auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver its deed in form as required by law convey

auction to the highest bidder. The purchaser shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof 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, trust 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 trust attorney, (2) to the obligation secured by the trust deed, (3) to all other having recorded liens subsequent to the interest of the trustee in the trust property, in their priority and (4)

16. Beneficiary may from time to time appoint a successor or successors, trustee named herein or to any successor trustee appointed hereunder, to exercise the powers herein conferred upon the trustee, to the same extent as the trustee herein.

sors to any trustee named herein or to any successor trustee appointed hereunder. Upon 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 executed by beneficiary herein, and shall be recorded in the mortgage records of the county or counties herein named.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not to be bound by any sale under any other deed of record.

acknowledged is made a public record, the grantor shall be 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 696.585.

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 none

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 investment or for other business 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.

THOMAS C. ROMIG

SUE A. ROMIG

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on
May 30, 1991, by

Thomas C. Romig

Sue A. Romig

Dana M. Nielsen Notary Public for Oregon
(SEAL) DANA M. NIELSEN
NOTARY PUBLIC - OREGON
My Commission Expires 1/30/99

STATE OF OREGON,

County of

ss.

This instrument was acknowledged before me on
19, by

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 _____

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. 881-1)

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

THOMAS C. ROMIG and SUE A. ROMIG
2036 ELDORADO
KLAMATH FALLS, OR 97601 Grantor

ROD TIAHRT
3035 SCHOLL DR.
RENO, NV 89503 Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath

ss.

I certify that the within instrument was received for record on the 30th day of MAY, 1991, at 3:46 o'clock P.M., and recorded in book/reel/volume No. m91 on page 10263 or as fee/file/instrument/microfilm/reception No. 30026, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Pauline Mullen Deputy

Fee \$13.00