

NE

30324

3rd.....day ofJune

10 91 between

THIS TRUST DEED, made this
E. DANIEL RICE

... as Trustee, and

as Grantor, ASPEN TITLE & ESCROW, INC.,
DORIS USSELMAN

.....
as Beneficiary,

WITNESSETH:

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:
 The Westerly 65 feet of Tract 49, PLEASANT HOME TRACTS NO. 2, in
 the County of Klamath, State of Oregon.

CODE 41 MAP 3909-2AD TL 4000

THIS TRUST DEED IS SECOND AND INFERIOR TO THAT FIRST TRUST DEED IN FAVOR
OF EMPIRE OF AMERICA REALTY CREDIT CORP.

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.

FOR THE PURPOSE OF SECURING PERFORMANCE OF SURETY

sum of FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, if

(\$4,875.00)

payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

[illegible]

The date of maturity of the debt secured by this instrument, or any part thereof, becomes due and payable. In the event the within described property, or any part thereof, is 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 said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not 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, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property pursuant to the Uniform Condominium Act as the beneficiary may require and to pay for filing said deed in the public office or offices, as well as the cost of all lien searches made by said public office or searching agencies as may be deemed desirable by the beneficiary.

proper public officer or searching agencies as may be required by law by filing of notices or searching agencies as may be required by law by beneficiary.

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 of the kind insurable by the latter; all such insurance to be in the name of the beneficiary, with the beneficiary as sole insured, and the beneficiary to procure such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of the term of the said buildings, and the beneficiary to deliver said policies to the beneficiary now or hereafter placed on the said buildings, and the beneficiary to procure the same at grantor's expense. The amount of such insurance policy may be applied by beneficiary to the payment of any fire or other insurance policy now or hereafter collected under any indebtedness secured hereunder, or in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be retained by grantor. Such application or retention shall not constitute a default or notice of default hereunder or invalidate any such policy or waive any such notice.

Notwithstanding the foregoing, the beneficiary shall be free from construction liens and to pay all taxes and assessments levied or assessed upon the said premises or the

[illegible]

6. To pay all costs, fees and expenses of the trustee incurred as the other costs and expenses of trustee's attorney in enforcing this obligation and trustee's and incur's fees actually incurred in and defend any action or proceeding purporting to be brought by beneficiary or trustee; and in any suit or proceeding brought by or for the beneficiary or trustee, including reasonable attorney's fees and costs.

less actually appear in and defend any beneficiary or trustee; and the beneficiary or trustee may appear, including affect the security rights or powers of the beneficiary or trustee may pay all costs and expenses, in action or proceeding in the enforcement of this deed, to pay all costs and expenses, in any suit for recovery of title and the beneficiary or trustee's attorney's fees; and there shall be no evidence of title and the beneficiary or trustee's attorney's fees in this paragraph 7 in all cases. The amount of attorney's fees shall be in the event of an appeal or in any judgment or decree by the trial court. Grantor further agrees to pay such sum as the appellate court shall judge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

secured hereby; and instruments as shall be necessary to execute such instrument or instruments.

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 making the liability of any person for the payment of said debt property; (b) join in (a) consent to the making of any map or plat of said property;

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconveyance may be described as "person or persons entitled thereto," and the recitals 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 not less than \$5.00 in any default by grantor hereunder, beneficiary may at any

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and proceeds 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 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 event the beneficiary at his election may proceed to foreclose this trust deed by either the beneficiary or direct the trustee to pursue any other right or in equity as a mortgage or direct the trustee to pursue any other right or in equity and sale, or may direct the trustee to pursue any other right or in equity, either at law or in equity, which the beneficiary may, or the beneficiary elects to foreclose, by advertisement and by written notice of default the trustee shall execute and cause to be recorded his written notice of default and his election to sell, said described real property to satisfy the obligation secured hereby and upon the trustee shall fix the time and place of sale, give notice thereof as herein provided and proceed to foreclose this trust deed secured hereby then required by law and proceed to foreclose this trust deed as provided in ORS 86.735 to 86.795.

[illegible][illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, and without conveyance to the successor or successors so appointed, 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, and such instrument shall be recorded in the mortgage records of the county or counties in 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 this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to satisfy 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

and that he will warrant and forever defend the same against all persons whomsoever.

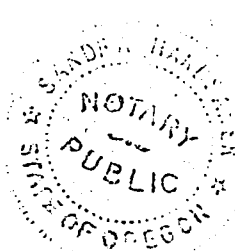
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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.

E. Daniel Rice
E. DANIEL RICE



STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on June 4, 1991,
by E. DANIEL RICE
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____

Andrea Wandscher
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

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO
ASPEN TITLE & ESCROW, INC.
525 MAIN STREET
KLAMATH FALLS, OR 97601

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 7th day of June, 1991, at 10:47 o'clock A.M., and recorded in book/reel/volume No. M91 on page 10745 or as fee/file/instrument/microfilm/reception No. 30324, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
By _____, _____ Deputy

Fee \$13.00