30471	TRUST DEED		Page <b>11039</b> (
THIS TRUST DE	ED, made thisday of	May April	, 19.9.1, between
	Na sakon (Amugus		
as Grantor,MICI	HAEL BALOCCA		, as Trustee, and
4.000			·······
as Beneficiary,	WITNESSETI		TO LESS TO SERVICE TO
Grantor irrevocably nKlamath	y grants, bargains, sells and conveys toCounty, Oregon, described as:		· · · · · · · · · · · · · · · · · · ·
	the state of the s	e de la partición en la companya de la companya de La companya de la co	
A CONTRACTOR OF SAME			
	ed Exhibit "A".	SESTE OF CA	

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 e

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Five Thousand and No One-Hundredths (\$5,000.00)-----

non make the state 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 therein, or herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst 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 and maintain said property in good condition and repair, not to commit or permit any water of the security of this trust deed, grantor agrees:

1. 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, of the security gut have a constructed therefor, of the security gut have a constructed thereon, and pay when due all costs incurred therefor, of the security of the securi

It is mutually agreed that:

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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 all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its lees 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 thereof; (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 lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any 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 security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and prolists, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including resonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary set the secure of the secure of the secure of the property, the collection of such rents, issues and prolists, or the proceeds of lite and other insurance policies or compensation or release thereof as aloresiad, 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 in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary and the application or release thereof as aloresiad, 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 in his performance of any agreement hereunder, time beingion of the essence with respect to such payment and/or performance

together with trustee's and attorney's tees not exceeding the amounts provided by law. 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 properly either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the properly 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 truthinness thereof. Any purchase at the sale.

15. When trustee sells pureaunt to the powers provided herein, trustee thall 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 itens 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, if any, to the grantor or to his successor in interest entitled to such

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary 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 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 beneliciary, which, when recorded in the most system of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. Trustee is not obligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereinder 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.

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 terminine 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 FREDERICK EHLERS 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 admowledgement apposite.) STATE OF OREGON. STATE OF OREGON. County of Klamath County of ..... This instrument was acknowledged before me on This instrument was acknowledged before me on .... May April 6 ,19 91,by Frederick Ehlers Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: 6-18 -94 (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO 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 Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be TRUST DEED STATE OF OREGON, (FORM No. 881) Sounty of .... STEVENS-NESS LAW PUB. CO., PORTLAND, OR Acertify that the within instrument was received for record on the ......day FREDERICK EHLERS at ...... o clock .....M., and recorded in book/reel/volume No. ..... on SPACE RESERVED FOR page ......or as fee/file/instru-KAY WYNN ..... ment/microfilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Cameron F. Wogan Attorney at Law

igner been

439 Pine Street, Klamath Falls

0x2gon: 97601:

A parcel of land situated in the St of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Starting at the iron pipe marking the Southeast corner of the N's of Lot 6 as referred to in Volume M-69 at page 9509, Microfilm Records; thence North 89° 32' 23" West 914.77 feet along the South boundary of the N's of said Lot 6 to a 5/8 inch iron rod (this same boundary line recited in above Volume M-69 at page 9509, and on map of Survey No. 471 as bearing North 89° 54½' West); thence South 17° 24' 31" East 350.98 feet to a 5/8 inch iron rod; thence continuing South 17° 24' 31" East 350.98 feet to a 5/8 inch iron rod on the South boundary of said Lot 6; thence North 89° 40' 52" West along the South boundary of said Lot 6 a distance of 914.04 feet to a 5/8 inch iron rod at the high water line of Upper Klamath Lake; thence North 24° 06' 06" West along the high water line of Upper Klamath Lake a distance of 336.55 feet to a 5/8 inch iron rod, which is the true beginning point of this description; thence South 89° 36' 20" East 435.6 feet; thence South 24° 06' 06" East 109.54 feet; thence North 89° 36' 20" West 435.6 feet; thence North 24° 06' 06" West 109.54 feet to the true beginning point.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of		Cameron F. Wogan					_ the	11th	day	
of	June	_ A.D., 19 _	91 at _	4:17	o'clock _	P_M., and	duly recor	ded in	Vol. M91	
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Exhibit "A"

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