

**WITNESSETH:**

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF WESTERN UNITED LIFE ASSURANCE CORP., AS BENEFICIARY.  
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

sum of ..... Dollars, with interest thereon according to the terms of a promissory

note of even date herewith, payable to beneficiary, PER TERMS OF NOTE, 19\_\_\_\_.

not sooner paid, to be due and payable PER TERMS OF NOTE, 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.

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; 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 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.

[illegible][illegible]

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 interests of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit, action or proceeding for the foreclosure of this deed, to pay all the costs, expenses and attorney's fees; the amount of attorney's fees shall be determined by the court, including evidence of title and the amount of the purchase price of the property, and the amount of attorney's fees shall be paid by the grantor, in full, at the time of the trial court and in the event of an appeal from any judgment of the trial court, the 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:*

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 all portion of the monies payable as compensation for such taking which are in excess of the amount required for reasonable costs, expenses and attorney's fees necessary to be incurred by grantor in such proceedings, shall be paid to beneficiary and not to grantor. If beneficiary elects to have such costs, expenses and attorney's fees, applied by it first upon any reasonable costs, necessarily paid or incurred by beneficiary in the trial and such proceedings, and the balance applied upon the interest in the property, then the balance shall be paid to beneficiary. The actions secured hereby; and grantor agrees, at its own expense, to take all such actions and execute such instruments as 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 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 property. The trustee; (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 services mentioned in this paragraph shall be not less than \$5.00, and any

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, and sell the same, with or without regard to the rights of tenants, heirs or any part thereof, in its own name sue or collect, and apply the same, less costs and expenses, including those past and future, and reasonable attorney's fees and disbursements, to the satisfaction of the indebtedness secured hereunder, 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 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 an event the beneficiary at his option may proceed to foreclose this trust deed by sale in equity as well as mortgage or direct the trustee to foreclose this trust deed by sale in equity, or by advertisement and sale, or by other right or remedy, or by judgment and sale, or may direct the trustee to pursue any one or more remedies, either at law or in equity, which he deems best to pursue and sell; and if the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall cause to be recorded his written notice of foreclosure and the trustee shall execute and cause to be recorded his written declaration of intention to sell the said described real property at public auction and place of sale, given and executed whereupon the trustee shall stand obliged and proceeded to foreclose this trust deed as then required by §§ 86-735 to 86-795.

notice thereof as then required by ORS 86.735 to 86.795.

13. If 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, and the grantor or any other person so paid by ORS 86.753, may cure the default or defaults. If the cure is not made, the default may be cured by paying the sums secured by the debt or debts, the interest thereon, and the costs of the sale, at the time of the cure other than such portion as would otherwise be payable by the grantor or grantors. If the default or defaults are not then cured but no default occurred, any performance required under the debt or debts may be cured by tendering the sums, in addition to curing the default or defaults, the performance of which the grantor or grantors are obligated to perform. The obligation or trust debt shall pay to the beneficiary all the default or defaults, the performance of which the grantor or grantors are obligated to perform, actually incurred in enforcing the obligation or the trust debt together with trustee's and attorney's fees not exceeding the amounts provided for by law.

14. Otherwise the sale shall be held on the date and at the time and place specified in the advertisement.

[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. Upon such appointment, and in lieu of any acceptance by the successor trustee, the latter shall be deemed to have accepted the office of trustee, and upon any such appointment shall have all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment by a beneficiary shall be made by written instrument executed by the beneficiary, 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.

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 may 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.

WAYNE DAVID STOUFFER

SANDRA LEE STOUFFER

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 6-11, 1991,  
by WAYNE DAVID STOUFFER and SANDRA LEE STOUFFER

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Nancy M. Whinnell  
Notary Public for Oregon  
My commission expires 6/8/92

#### 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.

WAYNE DAVID STOUFFER and SANDRA LEE STOUFFER

3127 W. 135TH Rd. Box 40

HAWTHORNE, CA 90250 Bonanza, OR

Grantor

SHERYL J. WILSON

RT 1, BOX 400

CHELSEA, OK 74016

Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of \_\_\_\_\_ 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

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 1, Block 1, TRACT NO. 1131, THE WADES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a parcel of land for road right-of-way situated in Lot 1, Block 1 of Tract 1131, The Wades, a recorded subdivision in Klamath County, Oregon; being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 1, Tract 1131; thence South 15 degrees 06' 55" East along the Easterly right-of-way of the Bly-Bonanza County Road, 140.00 feet; thence North 74 degrees 53' 05" East 125.00 feet to the Southwesterly right-of-way of the Keno Springs Road; thence North 56 degrees 52' 28" West along the Southwesterly right-of-way line, 187.68 feet to the point of beginning.

TOGETHER WITH: 1980 Kenwood Mobile Home, #X169542, which is firmly affixed to the above mentioned real property.

SUBJECT TO: Trust Deed (including terms and provisions) dated August 30, 1989 and recorded August 30, 1989 in Volume M89, page 16321 and the amendment of Trust Deed dated April 20, 1990 and recorded May 11, 1990 in Volume M90, page 9028, Microfilm Records of Klamath County, Oregon wherein the beneficiary was Frances J. Barker and John M. Barker. Beneficiaries interest was assigned by instrument dated April 20, 1990, recorded May 11, 1990 volume M90, page 9029 to AAA Mortgage Company. Beneficiaries interest was assigned by instrument dated April 20, 1990 and recorded May 11, 1990 in volume M90, page 9030, Microfilm Records of Klamath County, Oregon to Western United Life Assurance Company, a corporation. The above Grantee does not agree to assume and to pay in full this obligation.

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 08/30/89, in Volume M89, Page 16321, Microfilm Records of Klamath County, Oregon, in favor of WESTERN UNITED LIFE ASSURANCE CORP., as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of WESTERN UNITED LIFE ASSURANCE CORP., and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 14th day of June A.D. 19 91 at 1:19 o'clock PM., and duly recorded in Vol. M91 of Mortgages on Page 11299.

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Maulsberry