


TRUST DEED

Vol. m91 Page 13399 

THIS TRUST DEED, made this 10th day of July, 1991, between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, 19 91, between
JERRY D. DE PUY and MARYGENE CAMPBELL, Co-Trustees of THE DONALD E. COLWELL and
BARBARA B. COLWELL FAMILY TRUST under instrument dated May 4, 1990 (Survivors Trust)
as Beneficiary, as Trustee, and
Grantor is WITNESSES

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ Klamath _____ County, Oregon, described as:

SEE ATTACHED LEGAL DESCRIPTION ON EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 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.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest to be not sooner paid, to be due and payable August 1, 2003.

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, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and

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 said building or improvement thereon; not to commit or 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 destroyed, damaged or destroyed thereon, and pay for all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property pursuant to the Uniform Commercial Code as the beneficiary so requests, if the beneficiary so requests, proper public office or recording jurisdiction as well as the cost of all filing charges or searching charges.

by filing officers or offices, as well as to the all non searches made 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 such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value of the buildings, in policies acceptable to the beneficiary, with loss payable to the beneficiary, if the grantor or insured shall be delivered, with loss payable to the insured, all deliver said policies to the beneficiary as soon as insured, and in the event of any policy of insurance, not at least fifteen days prior to the expiration of such policy, the beneficiary may procure the same at the grantor's expense, and the beneficiary may procure any fire or other insurance on the buildings, and may determine, or at the grantor's expense, they may be applied by beneficiary upon any part thereof, may be released by the grantor as order as beneficiary may determine or waive any default or failure of the grantor. Such application may be collected, or act done by the beneficiary.

To keep said premises free from construction liens and to pay all charges become past due before any part of such taxes, assessments and other taxes, premiums, liens or bills to make payment of any receipts therefor or direct payment or by providing benefits payable by grantor, or assessments, the amount so paid by beneficiary may, at its option, be payment thereof, together with the obligation at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured by this deed, without waiver of any rights in or to the debt secured by this deed for such payments, with interest, from breach of any of the covenants hereunder, as well as the grantor, shall, notwithstanding the foregoing, and all such payments shall be immediately due and payable under all circumstances.

notice, and the nonpayment shall be immediately due and the obligation herein under all sums secured by this trust deed shall, at the option of the beneficiary, constitute a breach of this trust deed and shall be immediately due and payable and to pay all costs, fees and expenses of this trust including the cost of connection with or in enforcing this obligation and trustee's and attorney's 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 suit or proceeding in which the beneficiary or trustee may appear, including suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees mentioned in this paragraph 7 in all cases shall be the duty of the trial court and in the event of an appeal from any judgment of the trial court shall affirm.

8. In the event that any portion or all of said property shall be taken if it so elects, to require that any portion of the monies received by any reasonable expenses and attorney's fees the amount required

and by the grantor, such proceedings, shall be paid necessarily paid or incurred in trial and appellate courts, and the balance applied up to the indebtedness of the trust, shall be paid by the grantor, at its own expense, to the extent of the surplus of the trust, upon beneficiary's request, necessary in obtaining such payment of its fees and representation of this deed and the ability (in case of full recovery) of this deed and the ability of the trust to pay the same.

the Trust Deed Act provides that the trustee hereunder must be either an attorney, who

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, with or without warranty, all or any part of the property to any person or persons other than the person or persons legally entitled thereto; and the recitals herein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for services mentioned in this paragraph shall be as follows:

10. Upon any default by or non-payment by the hereinunder, beneficiary may at any time without notice, in person, by a duly authorized agent, or by a receiver to be appointed by a court of competent jurisdiction, sue or otherwise collect the principal and interest and the undistributed income of the trust, together with all costs and expenses of litigation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such case, the attorney for the beneficiary shall determine.

11. The entering upon and taking possession of said property, the insurance policies or compensation or profits, or the proceeds of loans, and other property, and the application or release thereon as aforesaid, shall not constitute any default by the insured herein, and no action shall be taken pursuant to such notice of default hereunder.

[illegible]

medly, either at law or in equity, which the beneficiary may exercise any other right or the beneficiary elects to forego, the beneficiary may, at any time, cause the trustee to execute and cause to be advertised and sale, the beneficiary or secured herby, to sell the said described real property, the written notice of sale, the manner provided for in the said deed, and the place of sale, give

13. After the trustee has commenced foreclosure by advertisement and sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a failure to pay, the cure shall be provided by the trust deed, the deed, the deed of trust, or the deed of trust and mortgage.

[illegible]

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 the sale is postponed as provided by law. The

postponed as provided by notice of sale or the time and date and at the time and place or parcel or parcels by law. The trustee may sell said sale may be made to the highest bidder for cash, and shall sell the property either in parcels or in whole, as he may deem proper, to the purchaser or purchasers, payable at the time of sale. The trustee shall execute a deed of conveyance in the form as required by law, conveying the property sold, but without any covenant or warranty, by law, concerning the truthfulness of the deed in any matters and, express or implied.

15. When the trustee sells pursuant to the power provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including 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.

16. Beneficiary may from time to time appoint a trustee to any trustee named hereunder.

to any beneficiary may from time to time appoint a successor or successors. Upon such appointment, and to any successor or trustee appointed hereafter, the latter shall be vested, and without conveyance to the successor any trustee herein named, with all title, powers and duties conferred by this instrument, and shall be deemed hereunder, for all purposes, to have substituted therefor. Each such appointment shall be made by a written instrument executed by the appointor, and shall be recorded in the mortgage records of the County of Los Angeles.

17. Trustee accepts this trust when this deed, duly executed and
recorded, is made a public record as provided by law. Trustee is not
bound to notify any party hereto of pending sale under law. Trustee is not
bound to notify any party of any action or proceeding in any court
relating to this trust.

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 855A.050.

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 Mortgage recorded March 21, 1969 in Volume M69, page 2042, Microfilm Records of Klamath County, Oregon, in favor of Federal Land Bank, as Mortgagee

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 and 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.

PAUL J. ARRITOLA

STATE OF OREGON, County of Klamath) ss. July 10, 1991,

This instrument was acknowledged before me on _____
by Paul J. Arritola _____, 19____,

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____

Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/91

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 _____, 19____.

DATED: _____

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.

PAUL J. ARRITOLA

Grantor

THE DONALD E. COLWELL and
BARBARA B. COLWELL FAMILY TRUST

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of _____

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

MTC No: 25578

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 6 and 7 in Section 34, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion of Lot 7 lying Northeasterly of the Great Northern Railway right of way described in Book 95 at page 455, Deed Records of Klamath County, Oregon.

ALSO Lot 2 and the SW1/4 of the NW1/4 of Section 35, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Great Northern Railway right of way described in Book 95 at page 455, Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM:

A parcel of land situated in Lot 2, Section 35, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod on the Southwesterly right of way boundary of the Great Northern Railroad from which the Section corner common to Sections 34, 35, 2 and 3 bears South 40 degrees 30' West 1685.35 feet; thence South 89 degrees 22' 54" West 731.17 feet to a 5/8" iron rod on the high left bank of Lost River; thence continuing along said bearing 60 feet, more or less, to the waters' edge of Lost River; thence upstream along the left bank of Lost River to a point from which a 5/8" iron rod on the high left bank of Lost River bears North 53 degrees 49' East 60 feet, more or less; thence North 53 degrees 49' East 60 feet, more or less, to said 5/8" iron rod; thence North 53 degrees 49' East 661.81 feet to a 5/8" iron rod on the Southwesterly right of way boundary of the Great Northern Railroad; thence South 28 degrees 43' 04" East 551.45 feet along the Southwesterly right of way boundary of the Great Northern Railroad, to the place of beginning.

ALSO EXCEPTING THEREFROM that portion of property conveyed to United States of America by Deed recorded in Book 93 at page 144, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 10th day
of July A.D. 19 91 at 3:38 o'clock P.M., and duly recorded in Vol. M91
of Mortgages on Page 13399.

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Muller