

TRUST DEED

Vol. 91 Page 14631

as Beneficiary

WITNESSETH.

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 11, Block 9, TRACT 1107, FIRST ADDITION TO SPRAGUE RIVER PINES,
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 interest and advantage thereunto in anywise pertaining with said coal-lease.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of franchise herein contained and payment of the sum of ****EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO**

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 per terms of note _____ Dollars, with interest thereon according to the terms of a promissory

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. 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 and terms hereof, shall become immediately due and payable.

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

not to commit or permit any waste of said property, nor to build, alter, improve or improve thereon;
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 to pay all costs incurred therefor;
3. To comply with all laws, ordinances, rules, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary, or any person claiming under him, is a corporation, to file such financing statements pursuant to the Uniform Commercial Code as may be required; and to pay for filing same in the proper public office or offices; as well as to pay for any lien searches made by the filing officers or searching agencies as may be directed by the

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire in amount not less than the full insurable value of the buildings, and to keep such policies acceptable to the United States, written in policies of insurance shall be deliverable, with loss payable to the latter; all if the grantor shall fail for any reason to procure such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of the term of insurance now or hereafter placed on said buildings; and the cost of such insurance shall be paid by the grantor, and the amount collected under any fire or other insurance policy shall be applied by beneficiary upon any indebtedness secured hereby and in which the beneficiary has any part thereof, and in the absence of such indebtedness shall be paid in full or cure or waive any default, notice of default hereunder or invalidate any act 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 or against said property and any part of such taxes, assessments and other charges become past due or delinquent and to promptly deliver receipts therefor to a beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges against said property, the grantor, either directly or indirectly, shall be deemed to have authorized the beneficiary, by providing payment or by providing beneficiary with funds with which to make payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby, together with all costs and expenses of collection of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from a breach of any of the covenants hereof and for such payments, with interest at the rate hereinbefore described, as well as the grantor, shall be bound to make prompt payment of the same, and shall be immediately due and payable with interest as hereinbefore described, and all sums so due shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

7. To appear in and defend any action or proceeding purporting to affect the security rights or interests of the trust.

to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including the amount of attorney's fees of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and shall be paid by an appeal from any judgment or decree of 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:

8. In the event that any portion of all of said property shall be taken under the right of eminent domain of condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the proceeds of such condemnation shall be paid to the grantor or grantors, or to the grantor's estate, to pay all reasonable costs of such taking, which are in excess of the amount required to pay the balance of the indebtedness of the grantor or grantors, and the amount incurred by grantor in such proceeding, and attorney's fees necessarily paid or applied by at first upon any reasonable costs and expenses so paid to beneficiary, and thereafter, in such trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor, and the grantor's estate, shall be responsible to secure and execute such instruments as shall be necessary in obtaining such compensation, and comply upon beneficiary's request.

8. 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 reconveyance, 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 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

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by attorney, to be appointed of court, and without regard to the adequacy of any security for the indebtedness, sue, defend, enter upon and take possession of said property or any part thereof, in and on name sue or otherwise collect the rents, issues and profits, including those on name sue or otherwise collect the rents, issues and expenses of operation and collection, and apply the same, net's fees upon any indebtedness secured hereby, including reasonable attorney's fees for any of the above to the full extent of the \$5.

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 of the trust herein secured hereby immediately due and payable, in such an event the beneficiary of the trust herein 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 foreclose this trust deed by remedy, either at law or in equity, which the beneficiary may in his or her own right or by beneficiary elects to foreclose by advertisement and sale, the event of the trust deed to be foreclosed by advertisement and sale, the beneficiary of the trust herein may cause to be recorded his written notice of foreclosure and his election to sell the said real property to satisfy the obligation secured hereby whereupon the trustee shall, at the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. If the trustee has commenced foreclosure by advertisement and sale, and if any

14. Otherwise, the sale shall be held subject to the following conditions:

[illegible]

(18) When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in priority, (2) to the obligation of the trustee and a reasonable charge by trustee having recorded hereunder secured by the trust deed, (3) to all persons and as their interests may appear in the order of the trustee in the trust plus, if any, to the grantor or to his successor in interest entitled to such

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 without conveyance to the successor trustee, the latter shall be vested with all powers and duties conferred on any trustee herein named or appointed hereunder, and the same shall continue until such time as the mortgage is paid in full. The appointment of a successor trustee shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be deemed to constitute proper appointment of the successor trustee.

17. Trustee accepts this trust when the deed is 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 will 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 676.505 to 676.565.

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 the purchase, construction, improvement, maintenance or repair of real property.~~

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.

X Refugio Rivera Ruiz
REFUGIO RIVERA RUIZ
WITNESSED BY: [Signature]

Acknowledgment-Witness

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On this 15th day of July, 1991, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared KERRY S. PENN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That he resides in Chico Lake, CA and that he was present and saw
Refugio Rivera Ruiz

personally known to me

to be the same person who is described in and whose name is subscribed to the within

and annexed Instrument as principal Party

thereto, execute and deliver the same, and Trust Ruiz

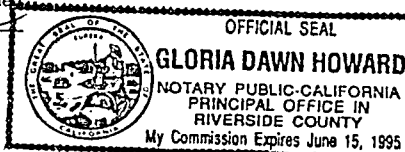
acknowledged to said affiant that he executed

the same; and that said affiant subscribed his own

name thereto as a Witness.

WITNESS my hand and official seal.

Gloria Dawn Howard
Notary signature



(This area for official seal)

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red to you
st deed the

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.

REFUGIO RIVERA RUIZ
1902 MULBERRY STREET
ONTARIO, CA 91764

Grantor

GLETA WAMPLER
P. O. BOX 134
CHILOQUIN, OR 97624

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 26th day of July, 1991, at 2:20 o'clock P.M., and recorded in book/reel/volume No. M91 on page 14631 or as fee/file/instrument/microfilm/reception No. 32437, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE

By [Signature] Deputy

Fee \$13.00