MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as Trustee, and

MARY LORRAINE TROXEL and THOMAS M. TROXEL, or the survivor thereof

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

Lot 16, Block 300, DARROW ADDITION to the City of Klamath Falls, 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 fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE BURDLE OF SECURISE PERCENTAGES.

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if 

secomes due and payable.

The protect of alienated by the grantor without tirst not then, at the beneficiary's option, all obligations secured by this instruction, at the beneficiary's option, all obligations secured by this instruction, at the beneficiary's option, all obligations secured by this instruction, and the protect the security of this trust deed, grantor agrees:

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 to compite the restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed to comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the benefic covenants, conditions and restrictions allecting said property; if the benefic covenants, conditions and restrictions allecting said property; if the benefic covenants, conditions and restrictions allecting said property; if the benefic are in the proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office and continuously maintain insurance on the buildings of the provide and continuously maintain insurance on the buildings of the provide and continuously maintain insurance on the buildings and such of the said promises against loss or damage by lire now or hereafter erected on the said premises against also soon as insured; policie of insurance shall be enticicary with loss payable of the latter; all companies insurance shall be divived to the beneficiary and the provide and property decided on as soon as insured; policie of insurance now and property and in such order as beneficiary and the property and in such order as beneficiary and the property and in such order as ben

pellate court shall adjudge reasonable as the detection of shall be taken ney's lees on such appeal.

It is mutually affeed that:

N. In the event that any potion or all of said property shall be taken negative the right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation of the money 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 grant or such proceedings, shall be paid to beneficiary and incurred by grant or such proceedings, shall be paid to beneficiary and expense of the trial and appellate courts, necessarily paid or incurred by the payable of the payab

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons featly entitled thereto." and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Truster's lees for any of the services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services and expenses of the grant of the dequact of any security for the property of the same, issues and profiles and without regard to the adequact of any security for the indebtedness hereby secured, enter upon and taken secured thereby, and part of the same, issues and profiles, including those past due and under the with such and profiles and profiles, including those past due and under the shall property and getermine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profiles, or the proceeds of line 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 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 hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement and and payable. In such an declare all sums secured hereby immediately due to are less trust

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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at unciton to the highest bidder its deed in form as required by law converted the property so soloured with the property so soloured without any covenant or warranty, expression of the truthfulnest thereof. Any person, excluding the trustee, but including the grant parcels at the sale. The parcel said the parcel solour solour solours are solour to the property so solours and the parcel solour solours and the property solours are provided and the conclusive proof of the truthfulnest person, excluding the trustee, but including the grant of the proceeds of sale to payment of (1) the expenses of sale, inshall 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
cluding the covered lens subsequent to the interest the trustee in the trust
deed as their interests may appear in the order of the successor in interest entitled to such
surplus, it any, to the granter or to his successor in interest entitled to such
surplus it any, to the granter 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. Beneficiery may from time to time appoint a successor or successor under. Upon such appointment, and without conveyance to the successor trustee appointed here trustee, the latter shall be vested with all title, powers and duties conterted upon any trustee in named or appointed hereunder. Each such appointment upon any trustee in named or appointed hereunder. Each such appointment upon any trustee term named or appointed hereunder. Each such appointment 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 notify any parts hereds 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 to 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 Sor, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real savings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real savings and loan association authorized to do business under the lows of Oregon or the United States or any agency thereof, or an estraw agent licensed under ORS 695.505 to 695.505.

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, lamily 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.

| gender includes the feminine and the neuter, and the singular nu  | all parties hereto, their heirs, legatees, devisees, administrators, executo<br>ficiary shall mean the holder and owner, including pledgee, of the contri<br>In construing this deed and whenever the context so requires, the masculi<br>tmber includes the plural |
|---|---|
| IN WITNESS WHEREOF, said grantor has I  | hereunto set his hand the day and year first above written.   |
| * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or not applicable; if warranty (a) is applicable and the beneficiary is a crass such word is defined in the Truth-in-Lending Act and Regulation beneficiary MUST comply with the Act and Regulation by making red disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivaling the Act is not required, disregard this notice. | (b) is SEBASTIAN F. SANDOVAL  Z, the VALUE OF THE SANDOVAL  |
| CA<br>STATE OF ERESON, County<br>This instrument was act<br>by  | v ofYolo  |
| byby  | knowledged before me onAUgust 13.,, 19.91   |
| OFFICIAL SEAL Elizabeth Chaudhry MOTARY PUBLIC CALIFORNIA YOLO COUNTY My Comme Express April 8, 1995  | My commission expires 4-8-95. CALI FORNIA   |
| To be used only when  | FULL RECONVEYANCE n obligations have been paid.   |
| said trust deed or pursuant to statute to cancel all avidences of   | edness secured by the foregoing trust deed. All sums secured by said ected, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you arranty. To the parties desired to you                |
| DATED: , 19   |   |
|   | Beneliciary   |
| Do not lose or destray this Trust Deed OR THE NOTE which it secures, Both m   | nust be delivered to the trustee for cancellation before reconveyance will be made.   |
| TRUST DEED  (FORM NO. 881)  STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.  SEBASTIAN F. SANDOVAL, and MARGET TWO D. CAND  | STATE OF OREGON, County of  |

## 1013 BEAMER STREET SANDOVAL WOODLAND, CA 95695 SPACE RESERVED MARY LORRAINE TROXEL FOR 2359 WANTLAND RECORDER'S USE KLAMATH FALLS, OR 97601 Beneficiary MOUNTAIN TITLE COMPANY TO OF KLAMATH COUNTY

Fee \$13.00

| STATE OF OREGON, County ofKlawath      |
|--|
| County ofKlamath                       |
| I certify that the within instrument   |
| was received for record on the 20thday |
| of                                     |
| at 11:31 o'clock AM., and recorded     |
| in book/reel/volume No. M91 on         |
| page 16568 or as fee/file/instru-      |
| ment/microfilm/reception No. 33497     |
| Record of Mortgages of said County.    |
| Witness my hand and seal of            |
| County affixed.                        |
| Evelyn Biehn, County Clerk             |
| NAME TITLE                             |
| •                                      |
| By Daulene Milienskite Doputy          |