

TRUST DEED

Vol. m9/ Page 17429

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
HAL A. BIGGER & LARAINA A. BIGGER or the survivor thereof.

as Beneficiary,

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 EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

SPECIAL TERMS: A late payment charge of \$50.00 will be imposed if payment is not received within 15 days of due date. The \$50.00 late payment charge will be deducted from subsequent payment received by Beneficiary prior to allocation of principal and interest.

No live pine trees will be cut down without prior written consent of Beneficiary.

Grantor to provide proof of payment to Beneficiary of paid real property taxes X and X if B
and insurance, easements, covenants, benefits and appurtenances and all other rights thereunto belonging or in anywise

and insurance 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 PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
 SEVENTY THOUSAND AND NO / 100ths

sum of SEVENTY-THREE 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

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 expressed therein, or herein, shall become immediately due and payable.

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

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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.

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 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 proper 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.

4. 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 a beneficiary may, from time to time require, in an amount not less than the full insurable value of the buildings, written in the policy or policies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued and if the grantor shall fail for any reason to procure and deliver to the beneficiary said policies, the beneficiary at least fifteen days prior to the expiration of any policy shall notify the grantor in writing of such failure and the beneficiary under any policy may procure the same at grantor's expense. The amount of any policy or policies procured by the beneficiary as beneficiary or beneficiary upon any indebtedness secured by the beneficiary shall be applied to the indebtedness, or may determine, or at the option of the beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release or waiver of any default or notice of default hereunder or invalidate any action brought by the beneficiary to enforce the provisions hereof, and the beneficiary shall get 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 before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor or other charges payable by grantor, either by direct payment, or providing beneficiary with funds with which to make such 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 the obligations described in paragraphs 6 and 7 of 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 breach of any of the covenants hereof and for such payments, with interest at the rate set forth in the provisions hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the grantor shall be bound to make such payments, with interest at the rate set forth in the note secured by this trust deed immediately due and payable and shall be liable for the same as if they were a part of the debt secured by this trust deed.

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.

lers actually incurred. In and defend any action or proceeding purporting 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 the mortgage, to pay all costs and expenses, including the attorney's fees mentioned in this paragraph 7, in all cases shall be satisfied by the trial court and in the event of an appeal shall be satisfied by the trial court, and the appellant further agrees to pay such sums as the appellate court shall deem reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

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8. In the event that any portion of all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, but no duty, to elect to receive all or any portion of the moneys payable right, but no duty, to elect to receive all or any portion of the amount required to pay all reasonable costs, expenses and attorney's fees necessary to pay to grantor in such proceedings.

9. Beneficiary shall be responsible for all costs, expenses and attorney's fees, applied for it in such proceedings.

10. Beneficiary shall be responsible for all costs, expenses and attorney's fees, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the taking of such actions secured hereby; and grantor agrees that he shall be necessary in obtaining such costs and execute the same, promptly upon 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 lien or charge thereon; (d) recover, 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.

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 of competent jurisdiction, take any action necessary to insure that the property hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, profits, interest, dividends, and other income of the property, and the insurance and profits, including those past due and unpaid, and the principal, less costs and expenses of operation and collection, and any reasonable attorney's fees, and the proceeds of any indebtedness secured hereby, 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 performance, the beneficiary may, at its option, declare the indebtedness hereby immediately due and payable. In such an event, the beneficiary at his election may proceed to foreclose this trust deed by 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 have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of foreclosure, and the trustee shall execute and cause to be recorded his obligation and his election to sell the said described real property, at the time and place of sale, give notice hereby whereupon the trustee shall proceed to foreclose this trust deed as provided in ORS 86.735 to 86.795.

13. Alter 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, the grantor or any other person so permitted by ORS 86.753, may cure the default or defaults. If the default or the default may be cured by paying the sums secured by the trust deed at the time of the cure other than such portion as would be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in which the trustee is required to tender the performance, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated by the notice of sale or the time to which said sale may be postponed and provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels of said property at public auction to the highest bidder for cash, payment in kind or by deed. The trustee shall deliver to the buyer a deed in the form as required by law conveying said property 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 truthfulness thereof. Any sale shall be binding on the trustee, but including the right of the trustee to purchase at the sale.

of the truthfulness thereof. The grantor and beneficiary may purchase at the sale.

When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable fee by trustee's attorney, (2) to the obligation secured by the trust, (3) to all persons having recorded liens superior to the interest of the trustee in the trust deed, in the order of their priority and (4) the balance of the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, and the seal of said trust, and caused the same to be attested by the undersigned, and the same to be signed by me, this _____ day of _____, 19____.

Trustee

Successor in Interest

16. Beneficiary may from time to time appoint a successor or successors to any trust 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. Any appointment and substitution shall be made by a written instrument duly executed and acknowledged by the beneficiary, 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 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 626.225 to 626.285.

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 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.

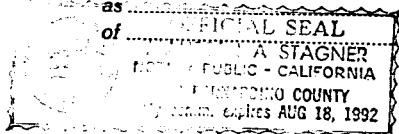
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

X Chuck W. Burt
 CHUCK W. BURT
 X Tina L. Burt
 TINA L. BURT Tina L. Burt

STATE OF CALIFORNIA County of San Bernardino) ss.
 This instrument was acknowledged before me on Aug. 28, 1991,
 by TINA L. BURT

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

as _____
 of _____



Maudie A. Stagner
 Notary Public for Oregon, California
 My commission expires Aug. 18, 1992

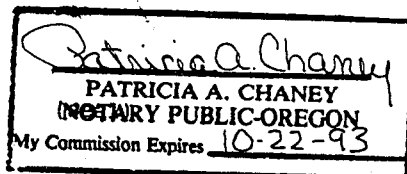
State of Oregon

County of Klamath

Personally appeared the above named Chuck W. Burt
 and acknowledged the foregoing instrument to be his voluntary act and
 deed.

WITNESS My hand and official seal.

Patricia A. Chaney
 Notary Public for Oregon
 My Commission expires: 10-22-93



TRUST DEED

(FORM No. 881)
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

CHUCK W. BURT and TINA L. BURT
 9919 LOCUST AVE.
 HESPERIA, CA 92345

Grantor
 HAL A. BIGGER and LARAINA A. BIGGER
 P.O. BOX 70
 NEWHALL, CA 91322

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

17431

EXHIBIT "A"

LEGAL DESCRIPTION

NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 40 South, Range 8 East of the Willamette Meridian
Klamath County, Oregon, SAVING AND EXCEPTING THEREFROM the Easterly 30 feet thereof
conveyed to Klamath County in Deed recorded July 24, 1979 in Volume M79, page 17530,
Microfilm Records of Klamath County, Oregon.

TOGETHER WITH a 1984 REDMN 2U MOBILE HOME, Oregon License #X182878, and Serial
#11811097 which is situated on the real property described herein.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of MTC the 30 day
of August A.D., 19 91 at 12:50 o'clock P. M., and duly recorded in Vol. M91
of Mortgages on Page 17429.

FEE \$18.00

Evelyn Biehn - County Clerk

By Pauline Mullins