

KNOW ALL MEN BY THESE PRESENTS, That

I, A. GIENGER and PAULINE H. GIENGER doing business as GIENGER INVESTMENTS

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

****see Grantees named below**

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by _____, hereinafter called
****see Grantees named below**
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns,
the certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining,
situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The S½ SE¼ SW¼ of Section 27, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING a 60 foot right of way along the West-boundary. RESERVING UNTO GRANTORS, an easement over the East 30 feet thereof for roadway purposes for the benefit of adjacent property owners.

**Grantees named: H. Carl Foote and Carole J. Foote, husband and wife, as to an undivided 50% interest; and Robert H. Erickson and Donna M. Erickson, husband and wife, as to an undivided 50% interest

MOUNTAIN TITLE COMPANY

"This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses."

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple and the above granted premises, free from all encumbrances except all those of record and those apparent upon the land as of the date of this deed and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 18,500.00

[illegible]

~~123-ORS-910101XXXXXXXXXXXXXXX~~
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 18th day of October, 19 91;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

GIENGER INVESTMENTS

STATE OF OREGON,)
County of Klamath) ss.
October 18 19 91

Personally appeared the above named _____
L. A. GIENGER & PAULINE H. GIENGER
DBA GIENGER INVESTMENTS

_____ and acknowledged the foregoing instrument
to be their voluntary act and deed.

Before me: Frederick A. Red
Notary Public for Oregon
My commission expires: 11/16/91

STATE OF OREGON, County of _____) ss.
The foregoing instrument was acknowledged before me this _____
_____, 19____, by _____,
_____, president, and by _____,
_____, secretary of _____.

a _____ corporation, on behalf of the corporation.

Notary Public for Oregon _____ (SEAL)
My commission expires: _____

GIENCER INVESTMENTS
HC 30 BOX 55
CHILOQUIN OR 97624

H. CARL FOOTE et al
2175 Central Ave.
Roseville, CA 95678

After recording return to:

SAME AS GRANTEE

NAME ADDRESS ZIP

Until a change is requested all tax statements shall be sent to the following address:

SAME AS GRANTEE

NAME ADDRESS ZIP

STATE OF OREGON,

County of Klamath
I certify that the within instrument was
received for record on the 21st
day of Oct., 19 91,
at 4:05 o'clock P. M., and recorded
in book M91 on page 22021 or as
file/reel number 36364,
Record of Deeds of said county.

Witness my hand and seal of County
affixed.

Evelyn Biehn, County Clerk
Recording Officer
By Debra M. Miller Deputy

Fee \$28.00

19. Beneficiary or Beneficiary's agent shall have the right at all reasonable times, after reasonable prior written notice to Grantor, to enter in and upon the Property for purposes of inspecting same.

PATSCHECK-VEIGA DEVELOPMENT, INC.

by

Fred W. Veiga
Fred W. Veiga, Secretary Pres

STATE OF OREGON

County of Multnomah

)
) ss:
)

On this 16th day of October, 1991, before me appeared Fred W. Veiga, to me personally known, who being duly sworn did say that he is the ^{Pres} ~~Secretary~~ of PATSCHECK-VEIGA DEVELOPMENT, INC., the within-named corporation, and that the instrument was signed in behalf of said corporation and acknowledged the instrument to be the free act and deed of the corporation.



gary/veiga/trusted.2

UPON RECORDING PLEASE RETURN TO:
ROBERT A SCHWARTZ, JR.
CHICAGO TITLE INSURANCE CO OF OREGON
888 Southwest 5th Avenue, ste. 930
Portland, OR 97204

Laura J. Curtis
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-24-95

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.
on this 21st day of Oct. A.D. 19 91
at 4:05 o'clock P M. and duly recorded
in Vol. M91 of Mortgages Page 22015
Evelyn Biehn County Clerk
By Pauline Muelender Deputy.

Fee. \$33.00

person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

15. Trustee shall deliver to the Purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
16. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
17. In the event of death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
18. The obligations of Grantor hereunder are joint and several, and this Deed of Trust applies to, inures to the benefit of and is binding not only on the parties hereto but on their heirs, devisees, legatees, administrators, executors, successors and assigns. This Deed of Trust shall be interpreted and governed by the laws of the State of Oregon.

- F. Any lien whatsoever is imposed against the Property through a legal proceeding, restraint or otherwise, and not removed within 30 days or not bonded within 30 days in such manner that Beneficiary's interest in the Property is not jeopardized.
11. As additional security for Grantor's performance, Grantor hereby assigns to Beneficiary all rents, revenues, income, issues and profits from the Property whether now or hereafter due. In the event of default and at any time thereafter, Beneficiary may collect income from the Property personally or through a receiver. At such time Beneficiary may notify any tenant or other user of the Property to make payment of rents or use fees directly to Beneficiary or Beneficiary's agent, and any such payment shall satisfy the obligation for which the payments were made. Beneficiary shall apply the income first to expenses of renting or collection and the balance (if any) to payment of sums due from Grantor to Beneficiary.
12. Any notice required under this Deed of Trust or the Agreement for Legal Representation shall be in writing and shall be effective when actually delivered in person or two days after deposit in the U.S. Mail, Certified Return Receipt Requested, postage prepaid and addressed to the party at the address below or at such other addresses as such party may designate from time to time in writing:
- Grantor: Patscheck-Veiga Development, Inc.
640 North Tustin Avenue, Suite 103
Santa Ana, CA 92705
- Beneficiary: McGaughey & Georgeff
4386 SW Macadam Avenue, Suite 401
Portland, OR 97201
13. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.
14. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust Property, in accordance with the Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any

charges against the Property, Beneficiary may pay the same and the amount so paid, with interest at the legal rate, shall be added to and become a part of the debt secured in this Deed of Trust.

7. In the event Grantor sells, conveys, assigns, leases or otherwise alienates any interest of Grantor in the Property without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, such transfer of interest shall be void and all sums payable under the Agreement for Legal Representation and this Deed of Trust shall become immediately due and payable at the option of the Beneficiary.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
9. TIME IS OF THE ESSENCE in all payments and performances secured hereby; however, by accepting payment of any sum or performance of any obligation secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums or performance so secured or to declare default for failure to so pay.
10. Grantor shall be in default under this Deed of Trust if:
 - A. Any payment is not made when due under the Agreement for Legal Representation or this Deed of Trust subject to any applicable grace period or notice requirements.
 - B. Grantor fails to perform any other obligation contained in this Deed of Trust subject to any applicable grace period or notice provision.
 - C. Grantor voluntarily files for relief under any chapter of the Federal Bankruptcy Code, or does not obtain the dismissal of any involuntary petition of bankruptcy within 90 days of its filing.
 - D. A receiver, trustee or custodian is appointed by Grantor to manage or control the Property.
 - E. Grantor makes an assignment for the benefit of creditors.

2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the property free and clear of all charges, liens or encumbrances except this Deed of Trust and those encumbrances of record as of the date of recording of this Deed of Trust.
3. To protect, indemnify, defend and save Beneficiary harmless from any and all loss, costs, expenses, charges and liabilities, growing or arising out of or connected with this Deed of Trust, the ownership, use, possession and enjoyment of the Property; or operations conducted or carried out thereon by Grantor, Grantor's agents, contractors, employees or lessees. Grantor further covenants and agrees to protect, indemnify, defend and save Beneficiary harmless from and against any and all loss, costs, expenses, damages, charges, liabilities and demands for injury to or death of persons and damage to Property arising out of or based upon any negligent act or omission of Grantor, Grantor's agents, contractors, employees or lessees on or about the Property. Grantor shall reimburse Beneficiary for any reasonable attorneys' fees and costs incurred by Beneficiary in actions or proceedings related to the foregoing. The provisions of this paragraph shall not apply to the extent of any fault by Beneficiary.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding.
5. If any action is instituted upon this Deed of Trust, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by law, the costs of evidencing title, including title reports, surveyor's reports and foreclosure reports; such sums as the trial court may adjudge reasonable as attorneys' fees; and in the event of an appeal, such sums as the appellate courts may adjudge reasonable as attorneys' fees. Reasonable attorneys' fees shall include a reasonable estimate of time to be expended on behalf of the prevailing party for post-judgment attorney services in carrying out and enforcing the judgment rendered. In the event of nonjudicial foreclosure of this Deed of Trust, to pay all costs, fees and expenses in connection therewith, including the expenses of the Trustee and reasonable attorneys' fees actually incurred as provided by law.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other