

Vol. m91 Page 2313

WITNESSETH:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained, the sum of **ONE HUNDRED FORTY NINE AND FIVE / 100ths*******

note of even date herewith, payable to beneficiary or order and made by _____, 19____.

not sooner paid, to be due and payable per terms of note, stated above, on which the final installment of said note
of the debt secured by this instrument is the date, _____, stated above, or any interest therein is sold, agreed to be
for the benefit of the beneficiary, _____, personal of the beneficiary,

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; not to commit or permit any waste of said property.

2. To construct, maintain, repair, replace or restore promptly and in good and workmanlike manner any structure, building or improvement constructed, damaged or

[illegible][illegible][illegible]

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, action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding for the foreclosure of this deed, to pay or satisfy all expenses, fees and costs for the attorney for the beneficiary or trustee's attorney's fees; the amount of attorney's fees and costs mentioned in this paragraph 7 in all cases shall be paid by the beneficiary or trustee, and in the event of an appeal or judgment on appeal, the amount of attorney's fees and costs shall be paid by such party as the appellate court shall deem reasonable as the beneficiary's or trustee's attorney's fees and costs for such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the monies necessarily paid or to pay all reasonable costs, expenses and attorney's fees, be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees, incurred by grantor in such proceedings, shall be paid to beneficiary and, in addition, if first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, and balance applied upon the indebtedness of beneficiary in such proceedings, and, at its own expense, to take such additional security hereby; and instruments as shall be necessary in obtaining such command executed 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) 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 the conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall be not less than \$5.

[illegible]

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 to any taking or damage of the property, and the application or release thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action brought hereunder or any judgment or decree of any court of competent jurisdiction in respect of any indebtedness secured by this mortgage.

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 may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or may direct the trustee to pursue any other right or 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 default and his election to sell the said debt and real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of such sale pursuant to such notice.

[illegible][illegible][illegible]

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 with all title, powers and duties as to said trust and trustee, the latter shall stand in the shoes of the first named or appointed trustee, upon any such institution shall be made by written instrument of the county or counties in which the record is made, and the same shall be conclusive proof of proper appointment, which, when recorded in the public records, shall be conclusive proof of proper appointment and execution of the deed.

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 shall 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 696.505 to 696.585.

23918

EXHIBIT "A"

The North one-half of Lot 14 in Block 7 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the East 5 feet thereof conveyed to Klamath County for the widening of Bisbee Street by instrument recorded in Volume M66, page 6206, Microfilm Records of Klamath County, Oregon.

SUBJECT TO: Trust Deed, recorded May 18, 1990 in Volume M90, page 9525, Microfilm Records of Klamath County, Oregon, in favor of Mildred B. Sweeney and Bonita L. McCullough, not as tenants in common, but with the right of survivorship, as Beneficiary, which the Grantees named herein hereby agree to assume and pay in full.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 15th day
of Nov. A.D., 1991 at 10:03 o'clock A M., and duly recorded in Vol. M91,
of Deeds on Page 23917.

FEE \$33.00

Evelyn Biehn, County Clerk

By *Pauline M. Mullender*