

25day of

November

19 91, between

THIS TRUST DEED, made this

TERRY L. CARROLL

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

as Grantor, RONALD K. BISABA

as Beneficiary,

WITNESSETH:

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:

The Southerly 50 feet of Lots 5 and 6 in Block 19 of HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on

SUBJECT TO: Trust Deed dated 7/26/83 and recorded 7/28/83 in Volume M83, page 12278, Microfilm Records of Klamath County, Oregon, wherein the beneficiary is John L. Kloiber and Beulah M. Kloiber. The Grantor has agreed to assume. (see page 2 for more subject to)

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 sum of **SEVEN THOUSAND NINE HUNDRED TWENTY FIVE AND SEVENTY SEVEN / 100ths**** 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 sum of \$, 19
not sooner paid, to be due and payable per terms of note caused by this instrument is the date, stated above, on which the final installment of said note
is sold, agreed to be

note of even date herewith, payable to beneficiary or order and _____, 19____
per terms of note
not sooner paid, to be due and payable _____, on which the final installment of said note
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:
 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit any waste of said property.

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[illegible]

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 hazard as the beneficiary may from time to time require, in an amount not less than the full insurable value of the buildings, written in a companion acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary, at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any such fire or other insurance policy may be paid over as beneficiary may direct to the indebtedness secured hereby and the amount so collected, or may upon demand, or at option of beneficiary, be hereafter released or applied in any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice and promises.

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 due or delinquent and promptly pay all such taxes, assessments and other charges should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing a beneficiary with funds with which to make such payment, beneficiary, in any, at its option, make payment thereof with interest at the rate set forth in the non secured and the amount so paid, together with the obligations described in paragraphs 6 and 7 of this hereby, together with all obligations secured by the trust, shall be secured by this trust deed, shall be added to and become a part of the principal of any of the trust deed, without waiver of any rights accruing from breach of any of the trust deed, without waiver of any rights accruing with interest as aforesaid, the trustor, tenants hereof and for such payments, with interest as aforesaid, shall be bound to the property hereinbefore described, a bond for the payment of the obligations herein described, and all such payments shall be immediately due and payable with same extent that they payments shall be immediately due and payable by the beneficiary, out notice, and all sums secured by this trust deed immediately due and payable and render all breach of 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.

7. To appear in and defend any action or proceeding for purposes of asserting any rights or powers of beneficiary or trustee; and, in any suit, affect the outcome of any action or proceeding in which the beneficiary or trustee is proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of a mortgage, to pay all costs and expenses, including the beneficiary's or trustee's attorney's fees, which shall be borne by the beneficiary's fees mentioned in this paragraph, and to pay from any judgment or award of the court the beneficiary's or trustee's attorney's fees, and to agree with the trial court and the evidence of the court to pay such sum as the appropriate court shall determine to be 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 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 right, if it so elects, such taking, which are in excess of the amount required as compensation for reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and shall be paid by grantor in such proceedings, costs and expenses and attorney's fees, incurred by it first upon any such proceedings, costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured by the mortgage and grantor agrees, at its own expense, to cause such actions to be prosecuted and to execute such instruments as shall be necessary in obtaining such compensation, 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 to the grantee in any reconveyance may be described as "persons or persons legally entitled thereto," and the recitals therein of the 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.

[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 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 said 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 may declare all sums secured hereby immediately due and payable. In such event the beneficiary shall have the right to proceed to foreclose this trust deed by advertising and sale, 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 security described real property to satisfy the obligation and his selection to sell the same shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed as then required by ORS 86.735 to 86.795.

[illegible]

together with trustee's and attorney's fees not exceeding _____
by law. The sale shall be held on the date and at the time and _____ at which said sale may

by law. 4. Otherwise, the sale shall be held on the date and at the place the sale may be placed designated in the notice of sale or the time to which the sale and property either be postponed as provided by law. The trustee shall sell the parcel or parcels at in one parcel or in separate parcels, payable at the time of sale. The trustee shall sell the property by public auction to the highest bidder, and the sale shall be in full satisfaction of the debt, and the purchaser's deed in form as required, express or implied, shall be the purchase of the property, and the sale of the property shall be conclusive proof of the truthfulness of the deed, and any person, excluding the trustee, but including the beneficiary, may purchase at the sale. 5. The trustee shall, as provided herein, trustee

15. When proceeds of sale to payment of (1) the expenses of sale, in shall apply the compensation of the trustee and a trustee charge by trustee's attorney, (2) to the obligation secured by the trust in the trust, and (3) to the compensation of the trustee to the interest of the trustee in the having recorded liens superior to the interest of their priority and the deed as their interest shall appear in the order of their priority and the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, from time to time appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any such successor trustee appointed hereunder. Upon such appointment, the trustee without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties of such appointment trustee. The successor trustee herein named or appointed hereunder shall be appointed by the trustee herein named or appointed hereunder by instrument executed by beneficiary, and substitution shall be made by deed or mortgage instrument executed by beneficiary, and such substitution shall be binding on 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 of this trust when this deed, duly executed and

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 666.505 to 666.585.