

TRUST DEED

Vol. m92 Page 2986 

Beneficiary,

WITNESSETH:

See attached Legal Description.

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.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of which shall be due on or before _____, 19____, if not sooner paid, to be due and payable per terms of note _____, 19____, on which the final installment of said note was due; and the debt secured by this instrument is the debt, stated above, on which the final installment of said note was due, or any part thereof, or any interest therein is sold, agreed to be sold, or assigned to the beneficiary named herein.

note of even date herewith, payable to beneficiary or order and maturing on _____, 19____, not sooner paid, to be due and payable per terms of note _____, 19____, 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.

_____, Assistant and 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 not to create any waste of said property. . . . and workmanlike

2. To complete or restore promptly and in good and workmanlike condition any building or improvement which may be constructed, damaged or destroyed by fire, flood, storm, or other cause, and therefor

not to commit or permit any act which might restore promptly and in good and proper manner the complete order of the property destroyed, damaged, or destroyed thereon, and pay when due all claims, demands, or damages, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; if the beneficiary is a partnership or other unincorporated firm, to execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may be required to pay for filing same in the jurisdiction in which the property is located, as well as the cost of all lien searches and other legal or searching agencies as may be deemed desirable by the beneficiary; and to continuously maintain insurance on the building and contents thereof in the amount of the full replacement value of the property.

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 the beneficiary may desire, written in an amount not less than Full Insurable Value, written in an amount 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 deliver said policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount of any fire or other insurance policy so procured shall be applied by the beneficiary to any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or 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 releases free from construction liens and to pay all

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 have been paid due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments or charges payable by grantor, either the beneficiary or the beneficiary's insurance premiums, liens or other charges payable by grantor, either by direct payment or by payment of a note secured by a first mortgage, may, at its option, make payment of such taxes, assessments and charges, with interest at the rate set forth in Sections 6 and 7 of this deed, together with the obligations described in paragraphs 6 and 7 of this deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the principal and interest thereon shall be added to the debt secured by this deed, and the amount so paid, with interest as aforesaid, shall be added to and become a part of the debt secured by this deed, and the nonpayment thereof shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred of title search as well as the other costs and expenses of the trustee's and attorney's in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to

[illegible]

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 to elect, to require that all or any portion of the monies payable right, to elect, to require that all or any portion of the amount required compensation for such taking, which are in excess of the fees necessarily paid to pay all reasonable costs, expenses, attorney's fees necessarily paid and incurred by grantor in any reasonable costs and expenses attorney's fees, applied by a first and appellate courts, necessarily applied upon the indebtedness incurred in such proceedings, and the balance expense, to take such actions secured hereby; and grantor agrees, 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 property thereon; (d) reconvey without warranty, all or any part of the property or grantee in any reconveyance may be described as "a 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.

[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 such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may commence with respect to such payment and/or performance, the beneficiary may declare all sums secured by this deed immediately due and payable and in such event the beneficiary may cause his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, whether 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 trustee shall cause to be recorded his written notice of default and the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said mortgaged real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed by advertisement and sale. DRS 66.733 to 66.795.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale and the trustee may sell said property either by auction or by private sale. The parcels and trustee sell the parcel or parcels in one parcel or in several parcels and the highest bidder for cash, payable at the time of sale, shall be the purchaser. The trustee shall deliver to the purchaser its deed, payable at the time required by law conveying the property so sold. The trustee shall be bound to execute and deliver a proper proof of the truthfulness thereof. Any person who is not a party to the sale, but who is present at the sale, shall be deemed to have accepted the sale and the trustee.

[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, the trust shall be vested with all title, powers and duties herein conferred upon the trustee herein named or appointed hereunder, and such appointment upon the trustee herein named or appointed hereunder shall be deemed a full substitution shall be made by recording the instrument executed by beneficiary, and the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment which the property is situated, shall be conclusive proof of proper appointment

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.

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

See Attached.

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 the acquisition, construction, maintenance or improvement of real property owned or to be owned by the grantor.

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.

Robert W. Perkins

Annabell E. Perkins

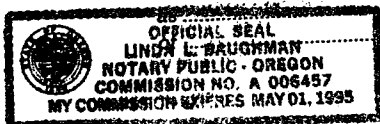
STATE OF OREGON, County of Klamath ss. February 12, 1992

This instrument was acknowledged before me on

by Robert W. Perkins and Annabell E. Perkins

This instrument was acknowledged before me on

by



Linda L. Baughman
Notary Public for Oregon
My commission expires 5-1-95

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 681)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Robert W. Perkins
Annabell E. Perkins

Grantor

Richard T. Reeves and
Gregory M. Winner -
Win-R Insulation

Beneficiary

AFTER RECORDING RETURN TO

Mountain Title Company of
Klamath County

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____ ss.

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

LEGAL DESCRIPTION

PARCEL 1

A parcel of land lying in Lot 6, Block 106, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, described as follows:

Beginning at the Northerly corner of said Lot 6, Block 106, Buena Vista Addition to the City of Klamath Falls, Oregon; thence Southwesterly on the Northwesterly line of Lot 6, 119.3 feet; thence Southeasterly on a line radial to the curve of California Avenue a distance of 32 feet; thence Northeasterly 106 feet, more or less, to the Southwesterly line of Gobi Street at a point 36 feet Southeast from the point of beginning; thence Northwesterly along Southwesterly line of Gobi Street 36 feet to the point of beginning, LESS portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded in Deed Volume 287 at page 464, Records of Klamath County, Oregon.

PARCEL 2

A parcel of land lying in Lot 5, Block 106 BUENA VISTA ADDITION to the CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, and being a portion of that property described in that certain deed to State of Oregon, by and through its State of Highway Commission, recorded in Book 284 at page 346; the said parcel being that portion of said Lot 5, lying Southeasterly of a line which is parallel to and 20 feet Northwesterly of the Southeasterly line of said Lot 5, and lying Easterly of a line which is parallel to and 60 feet Easterly of the center line of the relocated The Dalles-California Highway, which center line is described in said State of Oregon Deed.

SUBJECT TO: Trust Deed(including terms and provisions) dated August 12, 1971, recorded August 12, 1971, Volume M71, Page 8504, Microfilm Records of Klamath County, Oregon, wherein the beneficiary is United States National Bank of Oregon, wherein the beneficial interest under said Trust Deed was assigned by instrument, recorded June 26, 1972, Volume M72, page 6963, Microfilm Records of Klamath County Oregon wherein the beneficiary is Metropolitan Life Insurance Company.

SUBJECT TO: mortgage, subject to the terms and provisions thereof, dated July 10, 1978, recorded July 10, 1978, Volume M78, Page 15444, Microfilm Records of Klamath County, Oregon, wherein the Mortgagor is Henry M. Weiss and Kathleen M. Weiss and Mortgagee is Terry L. Wyss and Trudi L. Wyss.

The above grantor does not agree to assume and to pay in full these obligations.

EXHIBIT "A"

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 08/12/71, in Volume M71, Page 8504, Microfilm Records of Klamath County, Oregon, in favor of METROPOLITAN LIFE INSURANCE COMPANY, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of METROPOLITAN LIFE INSURANCE COMPANY, and will save the Grantors herein harmless therefrom.

EXHIBIT "A"

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Mortgage now of record which was recorded on 07/10/78, in Volume M78, Page 15444, Microfilm Records of Klamath County, Oregon, in favor of TERRY L. WYSS AND TRUDI L. WYSS, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Mortgage recorded in favor of TERRY L. WYSS AND TRUDI L. WYSS, and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, **Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

**and Mortgage

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 12th day
of Feb. A.D., 19 92 at 3:20 o'clock P.M., and duly recorded in Vol. M92,
of Mortgages on Page 2986.

Evelyn Biehn, County Clerk

By Pauline Mullenbarger

FEE \$25.00