Vol<u>Maa</u> Page 3254 NE TRUST DEED 41111 THIS TRUST DEED, made this ______10rh _____day of __February _______, 19.92 ___, between RICHARD B. KIRSCH AND SHIARA L. KIRSCH, husband and wife as Grantor, KLAMATH COUNTY TITLE COMPANY BRUMM FAMILY 1991 REVOCABLE LIVING TRUST DATED OCTOBER 31, 1991 as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

SEE ATTACHED EXHIBIT "A

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 THOUGHDERN MINITER THOUGHNER POINT SERVING AND MOVING.

secones due and payable. In the event the grantor without first has sold, conveyed, assigned or alienated by the grantor without first has then, at the beneficiary's option, all obligations secured by this instrumthen, at the beneficiary's option, all obligations secured by this instrumthen, at the beneficiary's option, all obligations secured by this instrumthen, and the payable of the security of this trust deed, grantor agrees:

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

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

1. To protect, preserve and maintain said property, in good and workmanlike and the payable of the payable of the payable of the constructed, damaged or securing the pay when due to asts incurred therefor.

2. To complete or restore promptly any be constructed, damaged or destroyed thereon, and pay when due to asts incurred therefor.

3. To comply with a suid property; if the beneficiary so requests, to tions and restrictions in mancing statements pursuant to the Uniform committee in the payable of the payab

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, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys lees, necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, applied in the trial and appellate courts, necessarily and or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness incurred by the part of the payable of the p

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge featlee in any reconvey. Without warranty, all or any part of the property. The featlee in any reconveyance may be described as the "person or persons featlee in any reconveyance may be described as the "person or persons 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 executive to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or therwise collect the rents, issues and profits, including those past due and bands and apply the same, issues and profits, including those past due and bands and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon 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 line and other insurance policies or compensation or awards or any taking or damage of the property, and the application or release threads altoresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done purtuant 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 sesone with respect to such payment and/or performance, the beneficiary may estimate the beneficiary at his election may proceed to pursue any other right or equity as a mortifage or direct the truste to pursue any other right or equity

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's tees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either and to the highest bidder for each, payable at the time of sale. Trustee saled likely to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may surchase at the sale.

15. 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 charge by trustee saltorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the frantor or to his successor in interest entitled to such surplus, if any, to the frantor or to his successor in interest entitled to such surplus, if any, to the frantor or to his successor in interest entitled to such surplus, if any, to the frantor or to his successor in interest entitled to such surplus, if any, to the frantor or to his successor in inte

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.

3255 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 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 it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all rarties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiery shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiery shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiery shall mean the holder and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiery herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiery herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiery herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiery herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiery herein. In constraint the plant the secured hereby whether or not named as a beneficiery herein. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. RICHARD B. *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. KIRSCH hiara SHIARA L. KIRSCH This instrument was acknowledged before me on February 14 ,19 92,
Richard B. Kirsch and Shiara L. Kirsch

This instrument was acknowledged before me on 19 This instrument was acknowledged bel This instrument was acknowledged before me on Wotary Public for Oregon My commission expires REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

Land Hilly Dala and day	thereby are directed, on payment to you of any sums owing to you hereby are directed, on payment to you of any sums owing to you hereby are delivered to you of any sums owing to you delivered to you of any sums owing to you delivered to you of any sums owing to you of any sums	110
	nveyance and documents to	
	Beneficiary For concellation before reconveyance will be made.	

OR THE NOTE which it secures. Both must be delivered to the trucks for cancellation before reconveyance will be made

Do not lose or destrey this Trust Deed OR THE NOTE wi	hich it secures. Both must be delivered to the tru	
TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., FORTLAND, ORE.		STATE OF OREGON, County of
	SPACE RESERVED	ofo'cleckM., and record in book/reel/volume No.
Grantor Grantor	FOR RECORDER'S USE	ment/microfilm/reception in
Beneticiary AFTER RECORDING RETURN TO Brumm Family Trust		County affixed. NAME TITL Dep
1765 Coronado Court Camarillo GA 93010	100 M 10	Ву

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

An Undivided 4/5th interest in the following described real property:

Township 39 South, Range 111 East of the Willamette Meridian:

Section 20: That portion of Government Lots 5, 6, 7 and 8 lying Southerly of the new channel of Lost River taken by the United States of America in Federal Court Civil Case No. 4309, the description of which is set forth in Klamath County Deed Book 232 page 156. SAVING AND EXCEPTING the following described tract of land conveyed to Klamath Basin Improvement District: A portion of Lot 5, Section 20, Township 39 S., R. 111 E.W.M., 80 feet wide extending between the Southeast line of Lost River and the Northwest line of Klamath Irrigation District "F" Canal, and lying 40 feet on each side of the following described line: Beginning at a point on the Northwesterly right of way line of the Klamath Irrigation District "F" Canal, opposite centerline Station 220+09.0 from whence the Southwest corner of Section 20, Township 39 S., R. 111 E.W.M., bears the following courses: S. 32°14' E. 44.0 feet; thence West 1022.3 feet; thence from said point of beginning N. 32°14' W. 555 feet, more or less, to the Southerly shore line of Lost River.

Section 21: That portion of Government Lot 6 and the SISWI lying Southerly of the new channel of Lost River taken by the United States of America in Federal Court Civil Case No. 4309, the description of which is set forth in Klamath County Deed Book 232 page 156.

Section 28: Government Lot 4 and the NaNW.

Section 29: NEt, EINH, WINW lying Easterly of the U.S.B.R. "F" Canal and Northeasterly of County Road, the NE SE lying Northeasterly of the County Road.

PARCEL 2:

Section 20: Those parts of Government Lots 7 and 8 lying North of the new channel of Lost River taken by the United States of America in Federal Court Civil Case No. 4309, the description of which channel is set forth in Klamath County Deed Book 232 beginning at page 156.

Section 21: Government Lots 7, 8 and 9 and those parts of Government Lot 6 and the SISWI lying Northerly of the new channel of Lost River taken by the United States of America in Federal Court Civil Case No. 4309, the description of which channel is set forth in Klamath County Deed Book 232 page 156.

Description continued--

Section 21: That portion of the following described property situate in Lot 1, Section 21, Township 39 South, Range 111 East of the Willamette Meridian, lying South of County Road, in the County of Klamath, State of Oregon, as follows:

Beginning at the Northwest corner of Lot 1 of Section 21, Township 39 South, Range 11 East of the Willamette Meridian; thence East along the North line of said Lot 1, a distance of 1,150.0 feet to a point; thence South and parallel with the East line of said lot to a point on the South boundary line of said lot; thence Westerly along the said South boundary line to the Southwest corner of said Lot 1; thence North along the said West line of said lot to the place of beginning, the Northwest corner of said lot.

STATE OF OREGON: COUNTY OF KLAMATH:	SS.	the day
riemath (County Title Co.	uly recorded in Vol. M92
Filed for record at request of	10:55 OCIOCK On Page 32.	County Clerk
of	Evelyn Biehn By	e Muller de

\$25.00 FEE