

Vol. m92 Page 9664

19.92 between

WITNESSETH:

Commonly known as: 5462 Cottage Ave., Klamath Falls, Ore.
Legal Description : Lot 63, Pleasant Homes Tract 2, Klamath County,
Klamath Falls, State of Oregon.

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.

WHEREAS, optionor has, for Three-Thousand Dollars, (\$3,000.00) and other good and valuable considerations, obligated herself to the Optionee to deliver the simple title on a certain parcel of real estate, legally described above, which obligation is evidenced by Optionee's Option agreement of even date herewith, attached hereto and by reference made a part hereof; which ^{Trust Deed} has a value of Thirty-Nine Thousand Dollars, (\$ 39,000.00), as stated in Option Agreement-***

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 complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with said public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 from time to time require, in an amount not less than \$_____.

and such other hazards as the beneficiary may from time to time incur, written in an amount not less than \$_____. The beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, shall be delivered to the beneficiary as soon as insured. Policies of insurance shall be delivered to the beneficiary upon any such insurance and no other person shall fail for any reason to procure any such insurance and the beneficiary shall deliver said policies to the beneficiary at least fifteen days prior to the expiration of the term of any policy of insurance now or hereafter in force on said buildings, and the beneficiary may procure the insurance policy to be applied by beneficiary collected under any fire or other insurance secured hereby and in such order as beneficiary upon any insurance policy of insurance secured hereby and in such order as beneficiary may determine 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 notice.

[illegible]

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 purporting to affect the security rights of the powers of beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including proceedings for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees; this paragraph 7 in all cases shall be binding upon the parties hereto and their heirs, assigns and personal representatives around the time of the trial court and in the event of an appeal from any judgment entered by the trial court and in the event of an appeal from any judgment entered by the trial court, grantor agrees to satisfy such sum as the appellate court shall find reasonable as the beneficiary's or trustee's attorney's fees and costs on such appeal.

It is mutually agreed that:

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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 so elected, to require payment of all or any portion of the monies payable therefor, up to \$100,000.00, for such taking, which are in excess of the amount required by law, from grantor. Grantor agrees to pay to beneficiary the sum of money to pay all reasonable costs, expenses and attorney's fees incurred by beneficiary and incurred by grantor in such proceedings.

9. Beneficiary shall be entitled to reimbursement of all costs and expenses and attorney's fees, applied by it first upon the proceeds of any sale of real estate owned by beneficiary in such proceedings, and the balance applied upon any other source secured hereby; and grantor agrees, to reimburse beneficiary for its share of such costs and execute all documents as may 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. 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 conclusive proof 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 receiver to be appointed by a court, and by deed, cause the adequacy of any security for the performance of the obligations hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, and receive the proceeds of the same, with interest thereon, and the same, issues and profits, including those past due and to become due, and the same, less costs and expenses of collection and sale, and including reasonable attorney's fees and expenses of litigation, 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 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 or performance, the beneficiary may declare all sums secured hereby to be immediately due and payable. In such an event the beneficiary, at his election may proceed to foreclose this trust deed by exercising the power of sale contained herein, or may exercise 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 his agent shall cause to be recorded his written notice of default and his election to sell said described real property at public and private sale and his election to sell the said described real property at public and private sale secured hereupon the trustee shall file and proceed to foreclose this trust deed thereof as then required by RS 87:33 to 86:795.

[illegible]

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 and authorized by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at public auction to the highest bidder for cash, subject to the terms and conditions of the Trust Agreement, and shall execute the deed in the form as required by law conveying said deliver to the purchaser, but without any covenant or warranty, express or implied, and the purchaser shall be bound to accept the same as sold without condition. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any person, except the trustee, but including the trustee, who is present at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall account to the beneficiaries for the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for the trustee's services; (2) to the obligation secured by the trust; (3) to all persons having recorded liens subsisting at the time of the sale in the interest of the trustee in the trust; and (4) to the beneficiaries of the trust in the order of their priority and (4) the balance, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or any successor trustee appointed herein. Upon such appointment, and without conveyance to the successor trustee, the trust shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment by any trustee herein named or appointed hereunder as beneficiary, and substitution shall be made by written instrument of the beneficiary, in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of a successor trustee.

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 676.505 to 676.555.

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.
B) Continued from front side, page -1-. the Trust Deed and Option Agreement shall continue to accrue Interest at (12%) Twelve percent Interest per annum until satisfied.

C) In this instrument, in reference to the terms, Optionor and Optionee shall be synonymous with Borrower and Lender respectively where such terms shall appear.

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 if grantor is a natural person) are for business or commercial purposes.

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.

Kathleen K. Long

STATE OF OREGON, County of Jackson) ss.
This instrument was acknowledged before me on March 31, 1992,
by Kathleen K. Long
This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____.

[Signature]
Notary Public for Oregon
My commission expires 12-1-92

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. 881)

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

PO Box 687

Medford, Ore. 97501

Grantor

Beneficiary

AFTER RECORDING RETURN TO

John Batzer & Jeff Brentbath
PO Box 687
Medford, Or 97501

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$15.00

STATE OF OREGON,
County of Klamath) ss.

I certify that the within instrument was received for record on the 4th day of May, 1992, at 3:20 o'clock P.M., and recorded in book/reel/volume No. M92 on page 9664 or as fee/file/instrument/microfilm/reception No. 44436, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Pauline T. Mullins Deputy