

TRUST DEED

45438

19.....92, between

as Trustee, and

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:

See Attached Exhibit "A"

THIS TRUST DEED IS BEING RECORDED JUNIOR AND SUBORDINATE TO A DEED OF TRUST IN FAVOR OF NORTHWEST FARM CREDIT SERVICES, ACA, DATED MAY 18, 1992, AND RECORDED ON MAY 28, 1992 IN BOOK M-92 at PAGE 11557, KLAMATH COUNTY MORTGAGE RECORDS.

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERMITS
 No. seven thousand and NO/100

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS HEREIN CONTAINED, GRANTOR HAS AGREED TO PAY TO BENEFICIARY, WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSORY NOTE DATED AND MADE BY GRANTOR, THE FINAL PAYMENT OF PRINCIPAL AND INTEREST HEREOF, IF ANY, IN THE SUM OF NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS.

note of even date herewith, payable to beneficiary or order and made by grantor, _____, 19____, at maturity of note _____, 19____, on which the final installment of said note is due, shall be secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be sold, or otherwise disposed of, or if the principal or interest thereon is ever paid, or any part thereof, or any interest therein is received by the beneficiary.

note of even date herewith, payable to beneficiary or order and made by grantor, 19____, not sooner paid, to be due and payable at maturity of 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, 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 to permit any waste of said property.

[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 hazards as the beneficiary may from time to time require, in an amount not less than \$insurable value, written in and acceptable to the beneficiary, with loss payable to the latter; and company of insurance shall be delivered to the beneficiary as soon as insured; and the grantor shall fail for any reason to procure any such insurance, or the expiration of the term of the policy, the beneficiary at least fifteen days prior to the expiration of the term of the policy or hereafter placed on the said buildings, deliver said policies to the insurance now or hereafter placed on the said buildings, and the beneficiary may procure the same at grantor's expense. The amount of any such insurance policy may be applied by beneficiary as beneficiary may desire or as may be secured hereby, the entire amount so collected, or any part thereof, or at option of beneficiary, the entire amount so collected, may be returned, or may be released to default. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such terms, but from construction liens and to pay all or

[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 and attorney 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 affect the trust, and in any suit.

[illegible]

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall have been under the right of eminent domain or condemnation, beneficiary shall have the sole authority to elect to require that all or any portion of the monies payable therefor, if it so elects, which are in excess of the amount required as compensation for such taking, which are in excess of the fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary; provided, however, that reasonable costs and expenses and attorney's fees, incurred by grantor in such proceedings, shall be paid to beneficiary, and applied by first upon appellate courts, necessarily paid upon the indebtedness liability in the trial court proceedings, and the balance applied upon the indebtedness liability hereby; and grantor agrees, that an expense, to take such actions as may be deemed appropriate, shall be necessary in obtaining such compensation, promptly upon and from time to time upon written request of beneficiary.

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 any part of the property. The grantee in this conveyance may be described as the "person or persons" thereon; (d) reconvey, without warranty, all or any part of the property to the grantee in any reconveyance may be described as the "person or persons" thereon; and (e) the recitals therein of any matter of fact or of any law shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not exceed \$5.00. The recitals in this paragraph shall be not less than \$5.00. The trustee may at any time and from time to time, at the discretion of the trustee, execute and deliver to the grantee a deed or deeds in whole or in part, as the trustee may deem proper, and the grantee shall accept the same.

[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.

[illegible]

13. After the trustee has been provided in ORS 86.735 and the trustee conducts the sale, and at any time prior to the sale, the trustee shall have the right to cure the default of the debtor. If the default can be cured by paying the debt secured by the trust deed, the cure other than such portion of the entire amount due at the time of the default occurred, any other action required under the deed shall be cured by tendering the amount in addition to curing the default of the debt secured by the trust deed. In any event, the cure shall pay to the benefit of the trust the amount of the debt secured by the trust deed, including the principal, interest, and expenses, and shall be incurred in enforcing the obligations of the trust deed, together with trustee's and attorney's fees not exceeding the amounts provided for in the deed.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of the time to which said property either be postponed as provided by law. The trustee may sell said property or parcels at in one or more separate parcels and shall sell at the time of sale. Trustee to the highest bidder for cash, payable at the time of sale, conveying a deed to the purchaser as directed by warrant or warranty, express or implied, deliver to the purchaser its deed or warrant or warranty, express or implied, the property so sold, but without any matter of fact shall be considered proof of the truthfulness of the same. Any person, including the trustee, but not including the beneficiaries, may purchase at the above provided herein, trustee.

15. When trustee's powers are exercised in accordance with the express or implied terms of the trust instrument, the trustee shall not be liable for any loss or damage to the trust property or for any breach of trust, provided that the trustee has acted in good faith and in the best interests of the beneficiaries.

16. Beneficiary may form trust to any successor trustee and with or without survivorship and with or without right of substitution. Upon such appointment, the trust shall be vested with all title, principal and income, and the trustee herein named or appointed by instrument executed by beneficiary and substitution shall be made in the mortgage instrument executed by beneficiary and which, when recorded in the mortgage records, shall be deemed to be an assignment of the property in question to the trust when the trust was created and the beneficiary named in the mortgage instrument was deceased and the trust was created.

[illegible]

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, or 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 91A.005 to 91A.055.

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 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.

Bruce K. Mc Eldowney
Bruce K. Mc Eldowney
Pam J. Mc Eldowney
Pam J. Mc Eldowney

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on May 26, 1992, by Bruce K. Mc Eldowney and Pam J. Mc Eldowney.

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____



Parlene L. Addison
Parlene L. Addison
Notary Public for Oregon
My commission expires 3-22-93

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.

Grantor

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.
Collection Dept.

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

Lots 1, 8 and 9, Section 3, and Lot 13, Section 2, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and a portion of Lots 4, 5 and 12, Section 2, said Township and Range, being described as follows:

Beginning at a point on the North line of Government Lot 4, said Section 2, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which bears West along the North line of said Section 2 a distance of 2356.4 feet from the Northeast corner of Government Lot 3 in said Section 2, said point being the Northwest corner of tract described in Deed from Melvin D. Fiegi, et ux., to Ben F. Smith, Inc., dated March 29, 1973, recorded March 30, 1973 in Book M-73 at Page 3700, Microfilm Records of Klamath County, Oregon; thence South 407 feet; thence West 50.0 feet; thence South 618.0 feet; thence East 537.0 feet; thence Southeasterly in a straight line 1008.0 feet, more or less, to the most Westerly point of tract described as Parcel 3 in Deed from Millet Ranch to Ben F. Smith, Inc., dated June 27, 1972, recorded July 7, 1972 in Book M-72 at Page 7365, Microfilm Records of Klamath County, Oregon; thence South 01 degrees 40' East a distance of 824.2 feet to a point; thence North 88 degrees 45' East along the Southerly boundary of said parcel to the Northwest corner of that parcel described in Book 357 at Page 339, Deed Records of Klamath County, Oregon, said point being on the West line of Government Lot 11 and the East line of Government Lot 12; thence South along said boundary line of Lots 11 and 12 to the Southeast corner of Lot 12; thence West to the West line of said Section 2; thence North along said West line to the North line of said Section 2; thence East along said North line to the point of beginning.

SAVING AND EXCEPTING a parcel of land situated in Government Lots 5, 12 and 13 in Section 2, Government Lots 8 and 9, Section 3, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

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