

TRUST DEED

Vol mg 2 Page 12281

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
JOHN F. STEWART & MARGARET E. STEWART or the survivor thereof

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:

Lot 8 in Block 27 of TRACT 1004, THIRD ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH a 1971 GRATL Mobile Home, Oregon License #X165267, Serial # 6KGC64XA3S8778X, which is situate on the real property described herein.

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 ****THIRTEEN THOUSAND TWO HUNDRED EIGHTY EIGHT AND NINETY FIVE / 100ths****** Dollars with interest thereon according to the terms of a promissory

sum of ***THIRTEEN THOUSAND TWO HUNDRED EIGHTY EIGHT AND NINETEEN/100 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 final payment of principal and interest hereof, if not sooner paid, to be due and payable May 25, 1993, and by this instrument is the date, stated above, on which the final installment of said note is due.

not sooner paid, to be due and payable May 25, 1995, 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; 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, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same; to cause to be made public office or offices, as well as the cost of all liens and taxes 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 the full insurable value, written in accordance with the policy or policies of insurance to be procured; the policies of insurance shall be delivered to the beneficiary as soon as procured; if the grantor shall fail for any reason to provide such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance, the beneficiary may, at its option, procure the same at grantor's expense. The amount of the insurance shall be collected under any fire or other insurance policy may be applied to the beneficiary upon any indebtedness secured hereby and the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a default or notice of default hereunder or invalidate any other action which may be taken by the beneficiary to enforce its rights to be done pursuant to such notice.

not cure or waive any breach of the foregoing. The grantor hereby agrees that the grantor shall not incur any debt or other obligation, whether or not secured, that is not due or payable to such notice.

10. The trust shall keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon and against said property before any part of such taxes, assessments and other charges become past due or delinquent and to pay all bills and deliver receipts therefor to beneficiary; should the grantor or other charges payable by grantor, either by direct payment, premiums, or otherwise, providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment therefor by check for the amount so paid, with interest at the rate set forth in the schedule hereof, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same; and that they are bound for the payment of the obligations hereinbefore described, and all such payments shall be immediately due and payable, without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

11. The grantor shall pay all taxes and expenses of this trust including the cost

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. The trustee shall defend any action or proceeding purporting to

7. To appear in and defend any action or proceeding purporting to
affect the actual income, rights or powers of beneficiary or trustee; and in any suit,
action or proceeding in which the beneficiary or trustee may appear, including any
suit for the foreclosure of a mortgage, to pay all costs and expenses, in-
cluding evidence of the beneficiary's or trustee's attorney's fees; the
attorney's fees mentioned in this paragraph 7, in all cases shall be paid and
settled by the trial court and the defendant agrees to pay such sum as the ap-
prover of the trial court deems reasonable as the beneficiary's or trustee's at-
torney's fees on such appeal.

It is mutually agreed that:

[illegible]

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; (e) 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.

services mentioned in this paragraph shall be not less than \$95.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or agent, cause a receiver to be appointed by a court of competent jurisdiction to take possession of any security for payment secured by grantor hereunder, regardless of the adequacy of said security or any part thereof, in its own name sue or otherwise collect all sums due or to become due to grantor hereunder, including reasonable attorney's fees and expenses of operation and collection, including reasonable attorney's fees and expenses of operation and collection, and in such order as the 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 hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured by this deed immediately due and payable. In such an event, the beneficiary at his election may proceed to foreclose this trust deed by advertisement or by deed, or may elect to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the beneficiary may have. In the event remedy, either at law or in equity, by advertisement and sale, the beneficiary or the beneficiary's attorney-in-fact shall execute and cause to be recorded his written notice of election to foreclose by advertisement and sale, and the trustee shall execute and cause to be recorded his written notice of obligation and his election to sell the said described real property at the time and place of sale, give secured hereby whereupon the trustee shall at the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed as required by law.

[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 as provided by law. The trustee may sell said property either in one parcel or in separate parcels for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property to the purchaser, but without any covenant or warranty, express or implied, and the recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. As provided herein, trustee

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's attorney, (2) to the obligations secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, 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 to any successor trustee appointed hereunder. 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 and substitution shall be made by written instrument executed and acknowledged by beneficiary, 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 the successor trustee.

17. If the 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 except Real Estate Contract recorded October 23, 1979, in Volume M79, page 24935, Microfilm Records of Klamath County, Oregon, in favor of Donald Blackburn, as Vendor

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.

Subscribing Witness: *Andrea L. Alexander*

X Anita M. Nicocia
ANITA MARIE NICOCIA

John Nicocia

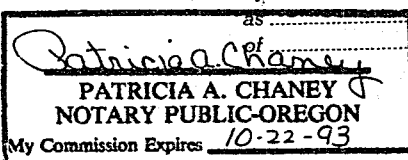
Cheryl A. Nicocia

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on May 18, 1992,
by ANITA MARIE NICOCIA

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

as _____



Patricia A. Chaney
Notary Public for Oregon
My commission expires 10-22-93

State of Oregon)

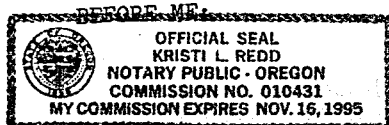
ss.

May 21, 1992

County of Klamath)

On May 21, 1992, before me, the undersigned Notary, personally appeared Andrea Alexander personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw JOHN NICOCIA and CHERYL A. NICOCIA, the same persons described in and whose names are subscribed to the within and annexed instrument as a party thereto, executed the same, and that said affiant subscribed her name to the within instrument as a witness

Kristi L. Redd



NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 11/16/95

TRUST DEED

(FORM No. 881)

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

ANITA MARIE NICOCIA
2226 WARFIELD AVE.
REDONDO BEACH, CA 90277

JOHN F. STEWART and MARGARET E. STEWART

KLAMATH FALLS, OR

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 5th day of June, 1992, at 3:05 o'clock P.M., and recorded in book/reel/volume No. M92 on page 12281 or as fee/file/instrument/microfilm/reception No. 45788, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Debra M. Mulder, Deputy

Fee \$15.00