

Vol. m 92 Page 16717

1992 between

as Trustee and

WITNESSETH:

LOT 14, BLOCK 127, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT PLAT 4

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THREE THOUSAND, THREE HUNDRED & NO/100 Dollars, to wit: interest thereon according to the terms of a promissory

note of even date herewith, payable to beneficiary of credit instrument, 19____, not sooner paid, to be due and payable per terms of note 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, 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.

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.

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 amount not less than \$ _____, to be written in

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 become due and delinquent and promptly deliver receipt for each charge, the grantor hereby binds himself and his heirs, assigns, administrators and assigns; should the grantor fail to make payment of said taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing benefit payable by grantor, then the beneficiary shall have the right to make such payment, benefit or other charges with funds with which he or she may lawfully do so, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust agreement, and the beneficiary shall be bound to make such payment of the trust debt, without waiver of any rights arising from the above, of the trust deed, and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the proceeds of the payment of the obligation hereinafter described, and all such payments shall be immediately due and payable with interest as aforesaid, and the nonpayment thereof shall, at the option of the beneficiary, render all sums due hereunder by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

[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 endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee shall (a) consent to the making of any map or plat of said property; (b) join

[illegible]

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 hereby to be in default and may proceed to foreclose this trust deed in equity and in law or may direct the trustee to foreclose this trust deed in equity and in law or may direct the trustee to purchase any other right of redemption and sale, or may direct the trustee to purchase any other right of remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose this trust deed in equity and in law, the beneficiary shall cause to be recorded his written notice of sale, giving the trustee such notice to sell the said described real property to satisfy the debt secured hereby whereupon the trustee shall sell the time and day of sale, giving notice thereof as then required by law, and may then foreclose this trust deed

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed under. 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 a written instrument executed by beneficiary and recorded in the mortgage records of the county or counties in which, when recorded, the mortgage is situated, shall be conclusive proof of proper appointment of the 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 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 666.595.

After Recording return to: Robert Wethern Rural Rt 2 Box 323R Bonanza, Oregon 97623

and that he will warrant and forever defend the same against all persons whomsoever.

THIS TRUST DEED SECURES A NOTE OF EVEN DATE.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: not for investment purposes, but for family or household purposes, and not for commercial purposes.

The grantor warrants that the proceeds of the loan represented by the attached promissory note are being used for the following purposes:

(a) * primarily for the personal, family or household purposes (see Important Notice below).
(b) * for business or commercial purposes.
(c) * for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

(a)* ~~grantee, grantee or transferee, if the grantor is a natural person.~~
(b) ~~for an organization, or (even if grantor is a natural person)~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PURCHASE MONEY TRUST DEED

This deed is made this _____ day of _____, 20____, between 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.

Witness my hand and seal of office this _____ day of _____, 20____, at _____, California.

Notary Public for the State of California

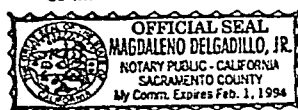
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* **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.

LYLE T. WINTERHALDER

RICKY K. WINTERHALDER

CALIFORNIA
STATE OF OREGON, County of Sacramento) ss. July 20, 1922
This instrument was acknowledged before me on
by Regalero Delgado, 165
This instrument was acknowledged before me on
by
as
of M. J. Delgado, CT



My commission expires 8-1-94

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.

LYLE & RICKY WINTERHALDER
4921 ORCHARD WAY
SACRAMENTO, CA. 95841

ROBERT WETHERN
Rural Rt. 2, Box 323R
Bonanza, Oregon 97623

Beneficiary

ROBERT WETHERN
Rural Rt. 2, Box 323 R
Bonanza, Oregon 97623

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

County of Alameda
I certify that the within instrument
was received for record on the 28 day
of July, 1992,
at 3:23 o'clock PM., and recorded
in book/reel/volume No. M92 on
page 16717 or as fee/file/instru-
ment/microfilm/reception No. 48128.
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk.
NAME TITLE
By Pauline Mauland Deputy

Fee \$15.00