



(6) Should Grantor sell, convey transfer or dispose of the Premises, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Grantor and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Note without that Grantor's consent.

(9) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(10) Trustee accepts this Trust when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limitations, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, arbitrations, trials, administrative proceedings, condemnation proceedings, bankruptcy proceedings and any appeals from any of them. Enforcing the lien of the Deed of Trust includes without limitation conveyances in lieu of foreclosure, actions on the Promissory Note, foreclosure actions, receivership actions and post-judgment collection efforts.

(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address herein before set forth.

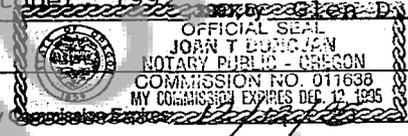
(13) The terms Deed of Trust and Trust Deed are interchangeable.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date October 14, 1992

Glen D Cox  
Grantor  
Nancy L Cox  
Grantor

STATE OF OREGON )  
) SS.  
County of Klamath )

This instrument was acknowledged before me on the 14th day of October, 1992, by Glen D. Cox  
and Nancy L. Cox



Before Me: Joan T. Donora  
Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

Mail Reconveyance to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
By \_\_\_\_\_

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

TRUST DEED

Grantor \_\_\_\_\_  
Beneficiary \_\_\_\_\_  
S.S. \_\_\_\_\_  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ Record of Mortgage of said county.  
Witness my hand and seal of County affixed.  
Title \_\_\_\_\_  
Deputy \_\_\_\_\_  
By \_\_\_\_\_

STATE OF OREGON

## EXHIBIT "A"

## PARCEL 1:

The East 136 feet of the SW 1/4 NW 1/4 of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM that portion lying North of the Shasta View Irrigation Ditch. ALSO EXCEPTING THEREFROM that portion lying within the County Road.

## PARCEL 2:

A tract of land in the SE 1/4 of the NW 1/4 of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of said SE 1/4 NW 1/4; thence East along the South line of said SE 1/4 NW 1/4 to the West boundary of the Shasta View Irrigation Ditch running Northwesterly and Southeasterly through said SE 1/4 NW 1/4; thence Northwesterly along the Westerly boundary of said Ditch to its intersection with the West line of said SE 1/4 NW 1/4; thence South along the West line of said SE 1/4 NW 1/4 to the point of beginning.

EXCEPTING THEREFROM that portion lying within the County Road.

AND EXCEPTING THEREFROM a tract of land in the SE 1/4 NW 1/4 of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in the South line of SE 1/4 NW 1/4 of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, which point is East 450 feet and four inches from the Southwest corner of said SE 1/4 NW 1/4; and running thence North parallel with the West line of said SE 1/4 NW 1/4 a distance of 268 feet to the Westerly line of the Shasta View Irrigation District Ditch; thence Southeasterly along the Westerly line of said ditch to the South line of said SE 1/4 NW 1/4; thence West along said South line of said SE 1/4 NW 1/4 to the point of beginning.

EXCEPTING THEREFROM that portion lying within the County Road.

## EXHIBIT "A" CONTINUED

## PARCEL 3:

The East 30 feet of the SW 1/4 NW 1/4 Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Shasta View Irrigation Ditch.

MAP 4112-400 TL 900

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co the 16th day  
of Oct A.D., 19 92 at 3:29 o'clock P. M., and duly recorded in Vol. M92,  
of Mortgages on Page 24320.

FEE \$25.00

Evelyn Biehn County Clerk

By *Evelyn Biehn*