2 . . . : 39044 Vol. m92 Page 28997 BEEBGIZ DEC O MY 10 46 TRUST DEED _, 19 92 , between THIS TRUST DEED, made this 2200 CLANICE TSUCHIYA EN TITLE & FSCBOW INC 54892 day of _____ ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: 19 in Block 33 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. ्रम् अन्य विद्युत्त के स्वतन्त्र विद्युत्ति विद्युत्ति विद्युत्ति हो स्वयः विद्यु 242.042 B1 An and a set of the 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 Selven Theorem Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to 2002 ablained the written content or approval of the baneficiary, then, at the beneficiary's option, all expressed therein, shall become immediately due and payable.
The above described real property is not currently used for agricultural, timber or grazing purposes To protect, therein, shall for property in sol currently used for agricultural, timber or grazing purposes.
To protect, preserve and naintain said property in good condition and repair. To romove or demolish any building or improvement thereon; not to commit or period of property.
To complete or restore propuly and in good and workmantike manner any be constructed, damaged or destroyed thereon.
To comply will of laws, ordinanter, regulations, communit, continues and pay when due all corts have, ordinances, regulations, communit, continues and pay when due all corts have, ordinances, regulations, communit, continues and property.
To comply will ad property.
To comply and property if the beneficiary surface or the building now or any bit of the said period. The provide and continuously maints in surgers and polices of insurance shall fail for an arrow a least procure for any file or of the said period.
To provide and continuously maints insurance on the buildings now or to the said period. The said policies of insurance and by reason to to the said period. The said policies of insurance and by reason to to the said period. The said policies of insurance and by easing the dotter of any policies of insurance shall fail for an arrow as the said period. The said policies of insurance and by easing the approximate the oblicy may be applied by the beneficiary and product the solicy may be applied or any fire or other insurance and by the application or release shall not cure or part thereof, may be released to grantor. Such application or release shall not cure or part thereof. The product due and to part or such application or release shall not cure or part t restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or the property. The grantee in any reconveyance therein of eny matters or facts hall be conclusive proof of the truthfultures therein of eny matters or facts hall be conclusive proof of the truthfultures therein of engineering of the services the conclusive proof of the truthfultures therein of engineering at any effective the conclusive proof of the truthfultures therein of engineering at any effective be conclusive proof of the truthfultures therein of the services of the appointed by educed, and the upon any default by grant or by a receiver to be appointed by a great, and due notice, either in person, by Gati ary security for the indebtedness he aby secured, without regard to the adequation of any security for or my part thereof, here by a great due enter upon and take point the rents, issues and profits, including tion and collection, unpaid, and apphable attorney's fees subject to paragraph of hereof upon any including reaphable attorney's fees subject to paragraph at the remine. indebiedness secured hereby, 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 application or release thereof as diversid, shall not cure or walve any default or notice of default hereunder or invitation any act done pursuant to such notice. 12. Upon default by grantoment hereunder, the beneficiary may described the spectromance of any agree and payable. In such an event and off the above tescured hereby immediately internity used for agricultural, timber or graine purposes the beneficiary may proceed or foreclose this trust deed in equity, as a mortgate his ints performance of any agree or direct the trustee to foreclose this the spectral real property is cut to foreclose the selection may proceed to foreclose this that set of a subscript is the selection may proceed to foreclose this the start provided by law hereficiary and the theneficiary on the trust to shall execute advertisement and sale. In this election may proceed to foreclose this described real property to cut to foreclose the beneficiary on the trust act and sale the advertisement and sale. In the one foreclose this rust deed to foreclose this thus to so currently used, the beneficiary on the trust to shall execute advertisement and sale. In the one foreclose this rust deed to sole the sale described real property to all provide events the beneficiary on the trust to shall execute the adameter to be recorded his uniten notice of default and his decision of sell the said described real fix the med ond payably in the obligations secured hereby, whereupon the law, and proceed to foreclose this trust deed in the manner provided in ORS/86. 740 to 88. 750. 13. Should the heneficiary elect to foreclose by advertisement and sale them after default at any time may users where of, may be released to grantor, Such application or reteat at done pursuant wave any default or notice of default hereunder or invalidate any act done pursuant is such notice. 3. To keep staid premises free from construction liens and to pay all taxes, assuments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assuments and other charges become past grouperly before any part of such taxes, assuments and other charges become past are or delinquent and prompily deliver see assuments insurance premiums, liens or due or delinquent and prompily deliver see assuments, insurance premiums, liens or bene charges payable by grantor, einker by direct payment or by provide beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set option in the note secured hereby, tog ther with the obligations described in fue concents hereof and for such payments, which interest as afforeable, the deby paragraphs 6 and 7 of this trust deed shall be added to and become a part of the deby paragraphs 6 and 7 of this trust deed shall be chand to the same extent that here inbefore described, as well as the grantor, which interest as afforeable, the nonpayment here inbefore described, as well as the grantor shall be bound to the same extent there abound for the payment of the obligation herein described, and all such interest shall be immediately due and payable and constitute a breach of this trust deed immediately due and payable and constitute a breach of this trust deed to madeling the costs and expenses of the trusts including the cost of the sarch as well as the other costs and expenses of the truste inversed by and the sarch as well as the other costs and expenses of the trusted and such and context of the there of beligation. law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 to 86.795. 13. Should the heneficiary elect to foreclose by advertisement and sale then 13. Should the heneficiary elect to foreclose by advertisement and sale then first default at any time prior to five days before the date set by the trustee for the the beneficiary on his most deed and the obligation secured the by finctuding costs under the terms of the must deed and the obligation secured the by finctuding costs and expenses actually incurred in enforcing the terms of the obligation and trustees and expenses actually incured in sectoring the terms of the obligation of the principal and attorney's fees no due had no default occurred, and the the trustee and place which event all first the sale shall be held on the date and at the time and place 14. Oth the notice of sale. The frustee may sale and the time and place highest bidder for cosh, payable at the time grave, may be indered to a succion to the highest bidder for cosh, payable at the time for any envery so sold, but purchases the form or warranty, express or implications the efficient. Any person wither only covenant or warranty, express or implication for the recitals in the deed of any withers of place shall be been any converging the property is a sold, but purchases that deed in form is required by a implication for the highest bidder for cosh, payable at the time and place. The shall be been any covenant or warranty, express or implicat. The recitals in the deed of any withers of place shall be been any comparison or warranty. 15. When trustee sells pursuant to the powers provided herein, trustee shall with this obligation. To appear in and defend any action or proceeding purporting to affect the scurity rights or powers of heneficiary or trustee; and us any suit, ortion or proceeding in which deed, to pay all costs and expenses, including evidence of tille and foreclosure of this deed, to pay all costs and expenses, including evidence of tille and the beneficiary 3 or instere s attorney's fees provided. Inwayer, in case the suit is between the grantor and the beneficiary or the trustee then the prevaling party shall be entitled to the attorney's fees benefined; it and the attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken. excluding the trustee, but including the grantor and beneficiary, may purchase at the sole. 15. When trustee sells pursuant to the powers provided herein, trustee shall comply 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 obligation secured by the trust even (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may have been appreaded to the priority and (4) the surplus, if any, to the grantors his successor in interest entitled to by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee suppoint the tatter shall be visited with all tille, powers and during reduction inference in mande or oppointed hereinder. Each such appointents and the successor inside and the visited with all tille, powers and during reduction and the successor of the latter shall be exceed with all tille, powers and during mention and the successor inside and by work its place of record, which, when recorded in the of the county Clerk or Recorder of the county or counties in which the office of the County Clerk or Recorder of the county or counties in which the of the county is situated, shall be conclusive proof of proper appointment of the successor rustee. 17. Trustee accests this trust when this deed, duly executed and acknowledged It is mutually agreed that: 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 it so right of, eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right. If it so right of, eminent domain or condemnation, beneficiary shall have the right. If it so right of eminent domain or condemnation, beneficiary shall have the right. If it so right of eminent domain or condemnation, beneficiary shall be restrict routs and expenses and altorney's fees, both in the trial and applied counts, costs and expenses and altorney's fees, both in the trial and applied counts, costs and expenses and altorney's fees, both in the trial and applied counts, costs and expenses and altorney's fees, both in the trial and applied counts, costs and expenses and altorney's fees, both in the trial and applied counts, costs and expenses and altorney beneficiary in such proceedings, and the pole applied upon the indebiciness secured hereby; and grantor agrees, at its own applied upon the indebiciness accured nereby; and grantor agrees, at its own 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 payment of lis fees and presentation, without affecting the tiability of any prison for the payment of the indebichedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any same of the payment of the indebic domes, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement o office of the current shall be conclusive proof of proper appointed. property is siluated, shall be conclusive proof of proper appointed of rustice. 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 is made a public pending sale under any other deed of trust or of any action or proceeding its which cantor, beneficiary or trustee shall be a party unless such action or proceeding its brought by irustee. 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 titled thereto

simple of said described real property and has a valid, unerclamous of a stated member of the Oregon State Bar, a bank, trust company 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, or the United States or any agency thereof.

and that he will warrant and forever defend the same against all persons whomsoever. 28998 5.08.62 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, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes **-1**383 This deed applies to, inures to the benefit of and binds all parties hereto, their, heirs, legatees, devisees, administrators, execu-This deed applies to, inures to the benefit of and binds all parties hereto, their, heirs, legatees, devisees, administrators, execu-tors, 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 masculing gender includes the terminine 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. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. x Clain Touching * 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 or 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. If compliance with the Act not required, disregard this notice. witness ; Churs H i ss. STATE OF HAWAII, CITY AND COUNTY OF HONOLULU AUG 2 4 1992 before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>(hri5 Hanson</u>), FOR NOTARY SEAL OR STAMP known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly swom, deposed and said: That <u>hu</u> resides at <u>59-293 Kc Nil Read</u> <u>Haleiwa, Hawaii W7/2</u>; that <u>he</u> was present and saw_ Clanic Tsuchigd to be the person described in, and whose name is subscribed to the within and annexed instrument, personally known to name thereto execute the same; and that affiant subscribed_ as a witness to said execution. JEAN A. CORTEZ NOTARY PUBLIC for the State of Hawall My Commission expires: Nov. 14, 1995 Notary Signature To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noider of all indebtedness secured by the toregoing trust deed. All sums secured by taid 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 nursuant to statute to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you 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 in cancel all evidences of indebtedness secured by said trust deed (which are delivered to you TO 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: Beneficiary Do not lose or dostroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. ss. County of ______Klamath_____ TRUST DEED I certify that the within instrument was received for record on the 8th... day of Dec...., 19.92...., at 10:46. o'clock AM., and recorded in book M92.... on page 28997.... or as file/reel number 54892 Record of Mortgages of said County. Grantor SPACE RESERVED Witness my hand and seal of FOR County affixed. RECORDER'S USE Beneficiary Evelyn Biehn AFTER RECORDING RETURN TO F.N. REAITY Services, R22 EAST HONTINGTON Drive MOUNOUIA, CA. 91016 ATTAL DUAL AFTER RECORDING RETURN TO County Clerk Title By Daulene Mulimolence Deputy Fee \$15.00 ATTN: DANA 1213-9022(