ATC 39280 123 Jak 10 FN 3 33 - 56565 1366 Volm93 Page 1993, between 08 οf THIS TRUST DEED, made on day January LYLE WIDMARK AND JANELLE WIDMARK, AS TENANTS BY THE ENTIRETY, WITH THE RIGHT OF SURVIVORSHIP , as Grantor, as Trustee, and EVERGREEN LAND TITLE COMPANY JAMES G. PALMER and JOANNE L. PALMER, as tenants by the entirety, 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 1, BLOCK 3, BREWERS RANCHOS AND LOT 5, BLOCK 2, BREWERS RANCHOS, IN THE COUNTY OF KLAMATH, STATE OF OREGON. together with all and singluar 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 nervolver appreciating, are the rents, issues and profits thereof and all fixtures one or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payable to fit sun of **EIGHT THOUSAND*** Dollars, with interest therein according to the terms of a prosissory note of even date herevith, payable to beneficiary or order and made payable by grantor, the final payable of principal and interest herein; if introduced the sun of the principal and interest herein; if introduced the sun of the principal and interest herein; if introduced the principal and introduced the prin FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of 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 immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

1367 13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustive conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

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 and shall sell the parcel or parcels at auction to the highest bidder 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 so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the trustuleness thereof. Any person, excluding the trustee, but including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the 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 trustee entirely the modes of their priority and (4) the surplus, if any, to the gra

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 subsidaries, 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 the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor 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 [NOTICE: Line out the warranty that does not apply]

(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 beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Klanath STATE OF OREGON, County of)ss. This instrument was acknowledged before me on January 11,1993, LYLE WIDMARK and JANELLE WIDMARK My commission expires REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid)

The undersigned is the legal owner and ho		, ilustee	s secured by the trust
The undersigned is the legal owner and ho deed have been fully paid and satisfied. Y trust deed or pursuant to statute, to cance with together with the trust deed) and to estate now held by you under the same. Mai	ou hereby are directed, on particle all evidences of indebtedne reconvey, without warranty,	payment to you of any sums owing to you ess secured by the trust deed (which are to the parties designated by the terms	delivered to you here-
DATED:	, 19		
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.		Beneficiary	
TRUST DEED LYLE WIDMARK and JANELLE WIDMA 430 1/2 N. OLYMPIC ARLINGTON, WA 98223 Grantor JAMES G. PALMER and JOANNE L. PO BOX 4660 SUNRIVER, OR 97707 Beneficiary After recording return to EVERGREEN LAND TITLE CO.		STATE OF OREGON, County of Klamath I certify that the within was received for record on of Lan in book/reel/volume No. N page 1366 or as fee/ ment/microfilm /reception Recordof Mortgages of said Witness my hand and sea County affixed. Evelyn Bienn, County By Annian Oregon	the 19th day , 19 g3 , and recorded 193 on File/instru- No. 56565 , County. 1 of