

55067

TRUST DEED

Vol. 92 Page 29328

THIS TRUST DEED, made this 03 day of December, 1992, between
RICKARD M. SETTELMAYER and SHARL LEE SETTELMAYER, husband and wife
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Grantor,
RONALD E. GWIN, as Trustee, and
 _____, 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 5, Block 10, TRACT 1042, TWO RIVERS NORTH, according to the official
 plat thereof on file in the office of the County Clerk of Klamath County,
 Oregon, TOGETHER WITH a 1977 Concord Mobile Home X-132822 which is
 situate on the herein described property.

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
 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum
 of NINE-THOUSAND AND NO-100ths 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, it

not sooner paid, to be due and payable per terms of note, 1992.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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 date expressed therein, or herein, shall
 become immediately due and payable. Consent cannot be unreasonably withheld.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-
 provement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,
 damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the 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 in the proper public office or offices, as well as the cost of all lien searches made by title 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 property 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 all insurable
 written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the ben-
 efiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary
 at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-
 cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon
 any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected,
 or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-
 under or invalidate any not done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or
 assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and
 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,
 liens, or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-
 ment, beneficiary may, at its option, make payment thereof, and the amount so paid, 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 deed, shall be added to and become a part of
 the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,
 with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are
 bound for the payment of the obligation herein 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 pay-
 able and constitute a breach of this trust deed.

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
 trust incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security 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 this deed,
 to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees
 mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of
 the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-
 torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, ben-
 efiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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 autho-
 rized 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 696.305 to 696.305.

TRUST DEED

STATE OF OREGON,

33.

RICKARD M. SETTELMAYER and SHARL LEE SETTELMAYER
 1265 E. ADAMS
 COTTAGE GROVE, OR 97424

Grantor

RONALD E. GWIN

PO BOX 125

CRESCENT, OR 97133

Beneficiary

SPACE RESERVED
 FOR
 RECORDER'S USE

EXHIBIT

PAGE

1 OF 2

County of _____

I certify that the within instru-
 ment was received for record on the
 _____ day of _____, 19____,

at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on

page _____ or as fee/title/instru-
 ment/microfilm/reception No. _____

Record of _____ of said County.
 Witness my hand and seal of
 County affixed.

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. At any time and from time to time upon written request of beneficiary, payment of its loan and presentation of this deed and the note for endorsement (in case of full reconveyance, 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 the property; (b) join in granting any easement or easement, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters in fact shall be conclusive proof of the truthfulness thereof. Trustee's loan for any of the services mentioned in this paragraph shall be not less than \$5.

9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name use or otherwise collect the rents, issues and profits, including those not due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

10. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of the foreclosure, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's 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 may elect to 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 a written notice of default and election to sell the 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 86.935 to 86.993.

12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.933, 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; if the default consists of a failure to perform, the default may be cured by performing the obligation or trust deed. 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, 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.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale in the time to which the sale may be postponed as provided by law. The trustee may sell the 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 in any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

14. 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 obligation 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 any successor in interest entitled to such surplus.

15. 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 any trustee named herein or to any successor, trustee powers and duties conferred upon any trustee herein named or appointed hereunder, the latter shall be vested with all title, under the written instrument executed by beneficiary, which, when recorded in the marriage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Trustee accepts this trust "in full" of all claims, duties, obligations and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending action 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor in lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto except NONV.

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 (see Important Notice below);

(b) for an organization, or (even if grantor is a natural person) not for business or commercial purposes.

This deed applies to, and binds all parties hereto, their heirs, legal heirs, 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 mortgage, it is understood that the mortgagee or mortgagees may be more than one person; that if the contract 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 herein apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

IMPORTANT NOTICE. Defeat, by filing 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-Hess Form No. 1219, or equivalent. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of

This instrument was acknowledged before me on December 10, 1992,

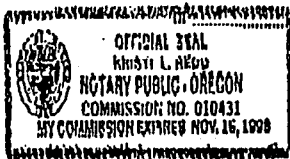
by RICHARD H. SETTELMAYER for himself and as attorney-in-fact for

SHARL LEE SETTELMAYER

This instrument was acknowledged before me on _____, 19____

by _____

as _____



Richard H. Settelmayer
Sharl Lee Settelmayer
 My commission expires 11/16/95

REQUEST FOR FULL RECONVEYANCE (to be used only when obligations have been paid.)

STATE OF OREGON: COUNTY OF KLAMATH: 55.

Filed for record at request of

Mountain Title Co.

of Dec.

A.D. 1992

at 10:36

o'clock

A.M., and duly recorded

on Page 29328

FEE \$15.00

INDEXED

D.V.L.V.

EXHIBIT

PAGE 2 OF 2



INSTALLMENT NOTE

\$9,000.00

Klamath Falls, Oregon

12/10/92

I (or if more than one maker) we, jointly and severally, promise to pay to the order of RONALD E. GWIN at MOUNTAIN TITLE COMPANY **** NINE THOUSAND AND NO / 100ths DOLLARS ****, with interest thereon at the rate of 8.00 percent per annum from 12/11/92 until paid, payable in Monthly installments of not less than \$ 250.00 in any one payment; interest shall be paid Monthly and is included in the minimum payments above required; the first payment to be made on January 20, 1993, and a like payment on day 20 of each Month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

THERE SHALL BE NO PREPAYMENT PENALTY.

THIS NOTE IS SECURED BY A TRUST DEED OF EVEN DATE.

Richard M. Settelmeyer
RICHARD M. SETTELMEYER

Shari Lee Settelmeyer by
SHARI LEE SETTELMEYER
Richard M. Settelmeyer as
attorney-in-fact

EXHIBIT BPAGE 1 OF 1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 25th day
of February A.D., 19 93 at 3:00 o'clock P.M., and duly recorded in Vol. 393
of Mortgages on Page 3954

Evelyn Biehn County Clerk
By *Carlene Muckendall*

FEE \$40.00