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SECOND

TRUST DEED

Vol. 93 Page 5439

THIS TRUST DEED, made this 3<sup>rd</sup> day of MARCH, 19 93, between

CAMERON A. CURTISS  
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and  
PAMELA A. "PENNY" LEWIS

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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

\*\*\* \$189,626.74 <sup>Recal</sup> which sum is the remaining unpaid balance of that certain obligation described in Exhibit B attached hereto and made a part hereof by this reference. The Promissory Note has, contemporaneously with the execution of this Second Trust Deed, been assigned to Pamela A. "Penny" Lewis, the above-named beneficiary.

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 \*\*\*SEE ABOVE

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, if not sooner paid, to be due and payable 19.

The date of maturity of the debt secured by this instrument is the date, stated 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.

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

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

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.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions pertaining to said property, and to cause the beneficiary 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 filing 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 said premises 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 \$ \_\_\_\_\_, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure 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 hereunder or invalidate any act done pursuant to such notice.

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 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 payment, 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 herebefore 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 person effecting the same shall pay to the beneficiary, under all sums secured by this trust deed immediately due and payable 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 trustee 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 attorney's fees on such appeal.

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 elects, to require that all or any portion of the monies payable as compensation for such taking, 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.

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 case of full reconveyances, 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 said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, 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 or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. 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 said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past 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.

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 the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 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.

13. 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 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, 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 truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. 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 his successor in interest entitled to such surplus.

16. 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 the successor trustee, the latter 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 written instrument executed by beneficiary, which, when recorded in the proper public records of the county or counties in which the property 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 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, 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 456.555 to 456.565.

MICHAEL L. BRANT

ATTORNEY AT LAW

325 MAIN STREET

KLAMATH FALLS, OR 97601

After recording, return to:

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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 title thereto

and that he 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) 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 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.

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

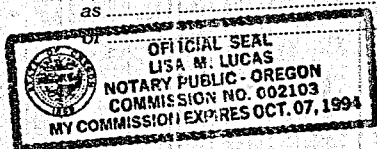
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Cameron A. Curtiss  
CAMERON A. CURTISS

STATE OF OREGON, County of KLAMATH ss. MARCH 3, 1993,  
This instrument was acknowledged before me on

by CAMERON A. CURTISS, 1993,  
This instrument was acknowledged before me on

by \_\_\_\_\_  
as \_\_\_\_\_



Lisa M. Lucas  
Notary Public for Oregon  
My commission expires 10/7/94

#### 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.

CAMERON A. CURTISS

Grantor

PAMELA A. "PENNY" LEWIS

Beneficiary

AFTER RECORDING RETURN TO  
MICHAEL L. BRANT  
ATTORNEY AT LAW  
325 MAIN STREET  
KLAMATH FALLS, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
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/reel/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

## Parcel A:

A parcel of land located in Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Section 28: Government Lots 3, 4, 5 and 6 and that part of the NW 1/4 SE 1/4 described as follows:

Beginning at the Northwest corner of the NW 1/4 SE 1/4; thence South along the West line of the NW 1/4 SE 1/4 to the Southwest corner thereof; thence East along the South line of the NW 1/4 SE 1/4 to the Southeast corner thereof; thence Northwesterly in a straight line to the Northwest corner of the NW 1/4 SE 1/4 and the place of beginning.

Section 33: Government Lot 1 and that portion of Government Lot 2 described as follows:

Beginning at the Northwest corner of said Lot 2; thence East along the North line of Lot 2 to the Northeast corner thereof; thence South along the East boundary of Lot 2 to the Southeast corner thereof; thence Northwesterly in a straight line to the Northwest corner of Lot 2 and the place of beginning. EXCEPTING from Government Lots 1 and 2 the following described parcel of land: Beginning at an iron pipe in Lot 2 from which the East quarter corner of Section 33, Township 36 South, Range 7 East of the Willamette Meridian, West of Klamath Lake, bears South 23 degrees 51' East 1190.3 feet distant; thence North 33 degrees 09' 10" West 500 feet; thence South 56 degrees 50' 50" West 435.6 feet; thence South 33 degrees 09' 10" East 500 feet; thence North 56 degrees 50' 50" East 435.6 feet, more or less to the point of beginning. ALSO EXCEPTING from said Lot 1 the following described parcel of land: Beginning at the Southeast corner of said Lot 1; thence North along the East line of said Lot 1 to the Northeast corner thereof; thence West along the North line of said Lot 1 to the Southeast corner of Government Lot 4 in Section 28, Township 36 South, Range 7 East of the Willamette Meridian; thence Southeasterly in a straight line to the Southeast corner of said Lot 1 and the place of beginning.

~~INCLUDING THE TIMBER THEREON AND THE NET PROCEEDS FROM THE SEVERANCE AND DISPOSAL OF ANY SUCH TIMBER~~ *pacph*

This is going to be a second trust deed subject to that trust deed in favor of Klamath First Federal Savings and Loan Association recorded in Volume M 87, Page 19533

\$662,500.00

February 14 1983.  
as of December 31, 1981

EXHIBIT "B"

PROMISSORY NOTE

2398

FOR VALUE RECEIVED, we promise to pay to the order of  
DORIS Q. CURTISS, at Klamath Falls, Oregon, the sum of Six Hundred  
Sixty-Two Thousand Five Hundred and no/100 Dollars (\$662,500.00), in  
lawful money of the United States, with interest thereon at the rate  
of 6 percent (6%) per annum, compounded semi-annually, from  
December 31, 1982, until paid. All payments made between December 31,  
1981, and December 31, 1982, shall be applied to principal. In the  
event the entire balance due under this Note is not paid by  
December 31, 1982, the unpaid balance shall bear interest at the  
rate of 6 percent (6%) per annum, compounded semi-annually, from  
December 31, 1982. This Note shall be paid in annual installments  
in an amount of not less than Fifty Thousand and no/100 Dollars  
(\$50,000.00) each, with the first payment due on the 31st day of  
December, 1982, and continuing on the 31st day of December there-  
after until the entire amount, both principal and interest, is paid  
in full. Interest is included in the above payments. If any  
installment is not so paid, the whole sum of principal and interest  
shall become immediately due and collectable at the option of the  
holder of this Note. If this Note is placed in the hands of an  
attorney for collection, we agree to pay the reasonable fees and  
expenses of such attorney, even though no suit or action is  
instituted. Such attorney fees and expenses shall be any sums  
judged reasonable as attorney fees in a suit or action, both at  
trial court and in any appellate court. Notwithstanding any  
provision herein to the contrary, the entire amount of principal due  
under this Note shall be paid on or before the 31st day of

///

PROMISSORY NOTE  
Page One



1 December, 2001.

2399

*Cameron A. Curtiss*  
CAMERON A. CURTISS

*Deanna E. Curtiss*  
DEANNA E. CURTISS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Michael L. Brant the 16th  
of March A.D., 19 93 at 3:44 o'clock P.M., and duly recorded in Vol. M93  
of Mortgages on Page 5439

Evelyn Biehn - County Clerk  
By *Pauline Mullins*

FEE \$30.00

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KEMMERSON  
& SOLATORE  
ATTORNEYS AT LAW  
AND BANK STREET  
KLAMATH FALLS,  
OREGON 97601-6364  
TELEPHONE  
(503) 864-7731  
864-5000

PROMISSORY NOTE  
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