

Aspen Title  
#01039851Vol. m93 Page 9309

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TRUST DEED

THIS TRUST DEED, made this 22th day of April, 1993, between  
CARY M. BRENNAN and SCHARRI W. BRENNAN, husband & wifeas Grantor, William L. Sisemore  
ED-PAT ELECTRIC, INC., an Oregon Corporation

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 55, Block 11, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS,  
in the County of Klamath, State of Oregon.SUBJECT TO: Regulations, including levies, liens and utility assessments  
of the City of Klamath Falls.Conditions, Restrictions, Easements and Assessments, as shown  
on the recorded plat of Industrial Addition to the City  
of Klamath Falls.

CODE 1 MAP 3809-33BA TL 10200

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 connec-  
tion with said real estate.FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the  
sum of Sixteen thousand and no/100Dollars, 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 June 1, 1998.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, condi-  
tions and restrictions affecting said property; if the beneficiary so requests, to  
join in executing such financing statements pursuant to the Uniform Commers-  
ial 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 \$                    ; the beneficiary, with loss payable to the latter; all  
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 expira-  
tion 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 benefi-  
ciary 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 past due or delinquent and promptly deliver receipts therefor  
to beneficiary; should the grantor fail to make payment of any taxes, assess-  
ments, 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 by  
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 prop-  
erty herebefore described, as well as its interest, 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 with-  
out notice, and the nonpayment thereof shall, at the option of the beneficiary,  
render 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 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, in-  
cluding 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  
order of the trial court, grantor further agrees to pay such sum as the ap-  
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-  
ney'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, less expenses and attorney's fees necessarily paid or  
to pay all reasonable costs, expenses and attorney's fees paid to beneficiary and  
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 benefi-  
ciary 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 com-  
pensation, promptly upon beneficiary's request.9. At any time and from time to time upon written request of bene-  
ficiary, 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 ingranting any easement or creating any restriction thereon; (c) join in any  
subordination or other agreement affecting this deed or the lien 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 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 ap-  
pointed by a court, and without regard to the adequacy of any security for  
the indebtedness hereby secured, enter upon and take possession of said prop-  
erty or any part thereof, in its own name use 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 attor-  
ney's fees upon any indebtedness secured hereby, and in such order as benefi-  
ciary 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, the beneficiary may  
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  
adversely, 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 86.733, may cure  
the default or defaults. If the default consists of a failure to pay, when due,  
the sum secured by the trust deed, the default may be cured by paying the  
sums amount due at the time of the cure other than such portion as would  
not then be due had no default occurred. Any performance required under the  
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  
default, the person actually incurred in enforcing the obligation of the trust deed  
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  
the highest bidder for cash, payable at the time of sale. Trustee  
shall deliver to the purchaser its deed in form of covenant or warranty, express or im-  
plied. 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, in-  
cluding the compensation of the trustee and a reasonable charge by trustee to  
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 succes-  
sors to any trustee named herein or to any successor trustee appointed here-  
under. 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 mortgage 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 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 870.505 to 870.585.

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.

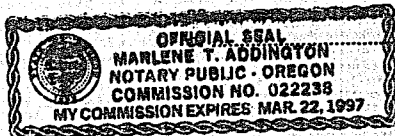
Cary M. Brennan

Scharri W. Brennan

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on April 29th, 1993,  
by Cary M. Brennan and Scharri W. Brennan

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_



Marlene Y. Addington  
Notary Public for Oregon  
My commission expires 3-22-97

#### 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. 681)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Cary M. Brennan

Scharri W. Brennan

Grantor

ED-PAT Electric

Beneficiary

AFTER RECORDING RETURN TO

ED-PAT Electric  
150 East Main Street  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

FEE: \$15.00

STATE OF OREGON, } ss.  
County of Klamath }

I certify that the within instrument was received for record on the 30th day of April, 1993, at 9:49 o'clock A.M., and recorded in book/reel/volume No. M93 on page 9309 or as fee/file/instrument/microfilm/reception No. 60755, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Deborah M. Mullender Deputy

Aspen #03039837

# COUNTY of SANTA CLARA

## HEALTH DEPARTMENT

2220 MOORPARK AVE., SAN JOSE, CALIFORNIA 95128

AFTER RECORDING  
RETURN TO:  
Frances Hausherr  
2913 Elmwood  
Port Huron, MI 48060

### CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

STATE FILE NUMBER		1A. NAME OF DECEDENT—FIRST (GIVEN)		1B. MIDDLE		1C. LAST (FAMILY)		2A. DATE OF DEATH—MO. DAY, YR.		2B. HOUR		3. SEX	
		Maurice		Ralph		Hausherr Sr.		March 31, 1993		2100		Male	
4. RACE		5. HISPANIC—SPECIFY		6. DATE OF BIRTH—MO. DAY, YR.		7. AGE IN YEARS		8. UNDER 1 YEAR		9. UNDER 24 HOURS			
Cauc		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		October 29, 1921		71							
8. STATE OF BIRTH		9. CITIZEN OF WHAT COUNTRY		10A. FULL NAME OF FATHER		10B. STATE OF BIRTH		11A. FULL MAIDEN NAME OF MOTHER		11B. STATE OF BIRTH			
NB		U.S.A.		Maurice Ralph Hausherr		UNK		Ruth UNK		UNK			
12. MILITARY SERVICE		13. SOCIAL SECURITY NO.		14. MARITAL STATUS		15. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER MAIDEN NAME)							
19 41 TO 1946 <input type="checkbox"/> NONE		436-16-4947		Divorced									
16A. USUAL OCCUPATION		16B. USUAL KIND OF BUSINESS OR INDUSTRY		16C. USUAL EMPLOYER		16D. YEARS IN OCCUPATION		17. EDUCATION—YEARS COMPLETED					
UNK		UNK		UNK		UNK		16					
18A. RESIDENCE—STREET AND NUMBER OR LOCATION		18B. CITY		18C. ZIP CODE									
UNK		Klamath		97601									
18D. COUNTY		18E. NUMBER OF YEARS IN THIS COUNTY		18F. STATE OR FOREIGN COUNTRY		20. NAME, RELATIONSHIP, MAILING ADDRESS AND ZIP CODE OF INFORMANT							
Klamath Falls		3		OR		Bud Hausherr - Son							
19A. PLACE OF DEATH		19B. IF HOSPITAL, SPECIFY ONE: I.D. ER/OP, DOA		19C. COUNTY		20. NAME, RELATIONSHIP, MAILING ADDRESS AND ZIP CODE OF INFORMANT							
VA Medical Center		IP		Santa Clara		11067 Mystrey Spring Ct.							
19D. STREET ADDRESS—STREET AND NUMBER OR LOCATION		19E. CITY		21. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)		22. WAS DEATH REPORTED TO CORONER REFERRAL NUMBER							
3801 Miranda Avenue		Palo Alto				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
21. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)		22. WAS DEATH REPORTED TO CORONER REFERRAL NUMBER		23. WAS BIOPSY PERFORMED		24. WAS AUTOPSY PERFORMED							
IMMEDIATE CAUSE (A) Respiratory Failure		Days		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
DUE TO (B) Pulmonary Edema		Days		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
DUE TO (C) Carcinoma of the Lung		Years		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
25. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 21		26. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 21 OR 25. IF YES, LIST TYPE OF OPERATION AND DATE.											
Cardiomyopathy		No											
1. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THIS HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.		27B. SIGNATURE AND DEGREE OR TITLE OF CERTIFIER		27C. CERTIFIER'S LICENSE NUMBER		27D. DATE SIGNED							
27A. DECEDENT ATTENDED SINCE DECEDENT LAST SEEN ALIVE MONTH, DAY, YEAR		3/11/93		Richard Shapiro		A049452		4/2/93					
27A. DECEDENT ATTENDED SINCE DECEDENT LAST SEEN ALIVE MONTH, DAY, YEAR		3/31/93		27E. TYPE ATTENDING PHYSICIAN'S NAME AND ADDRESS		VA Medical Center							
				RICHARD SHAPIRO, M.D., 3801 Miranda Ave., Palo Alto, CA									
1. CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.		28A. SIGNATURE AND TITLE OF CORONER OR DEPUTY CORONER		28B. DATE SIGNED									
29. MANNER OF DEATH—specify one: natural, accident, suicide, homicide, pending investigation or could not be determined		30A. PLACE OF INJURY		30B. INJURY AT WORK		30C. DATE OF INJURY MONTH, DAY, YEAR		31. HOUR					
				<input type="checkbox"/> YES <input type="checkbox"/> NO									
32. LOCATION (STREET AND NUMBER OR LOCATION AND CITY)		33. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)											
34A. DISPOSITION(S)		34B. PLACE OF FINAL DISPOSITION—NAME AND ADDRESS		34C. DATE MO. DAY, YR.		35A. SIGNATURE OF ENBALMER		35B. LICENSE NO.					
TR/BU		Hillcrest Memorial Park Medford OR 97504		April 5 1993		Samuel Mosqueda		7582					
36A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)		36B. LICENSE NO.		37. SIGNATURE OF LOCAL REGISTRAR		38. REGISTRATION DATE							
Lima Family Sunnysvale		F-1169		Stephen A. Coray M.D.		APR 02 1993							
STATE REGISTRAR		A.		B.		C.		D.		E.		F.	

VS-11 (REV. 7-92)

MAKE NO ERASURES, WHITEOUTS, OR OTHER ALTERATIONS

H  
594553

### CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

SS

DATE ISSUED

BY

APR 5 1993

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF PUBLIC HEALTH.

STEPHEN A. CORAY, M.D.  
HEALTH OFFICER AND LOCAL REGISTRAR  
OF BIRTHS AND DEATHS

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title & Escrow the 30th day  
of April A.D., 19 93 at 9:50 o'clock A M., and duly recorded in Vol. M93  
of Deeds on Page 9311

FEE \$10.00

Evelyn Biehn, County Clerk  
By Deanne M. Mendenhall