COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND, OR, 9720 FORM No. COL-Gregen Trust Deed Series-TRUST DEED. Vol.m93 Page 27170 @ TRUST DEED 69851 CHARLES PAVID WHITTEMORE AND RELECCA WHITTEMARE as Grantor, Kishing Fines Fines Final MAIN ST. AL FACE, CALL, as Trustee, and CHARLES D. WHITTERWORE Y POORNIE J. WHITTE-MORE 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: ELMWOOD PARK, KLAMATH COUNTY, 40 AND ALL IMPROVEMENTS. LOT OREGON.

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 sold seed and all sixtures.

vith said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each nareoment of arantor herein contained and payment of the

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this instriberein, shall become immediately due and payable.

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

To protect, preserve and maintain said property in good condition and repair; not to remove or demonstrain said property in good condition and repair; not to remove or demonstrain said property; not to commit or permit 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 thereon, coverants, conditions and restrictions allecting said property; if the better coverants, conditions and restrictions allecting said property; if the better coverants, conditions and restrictions allecting said property; if the better coverants, conditions in executing such linancing statements paid to pay for liling same in the coverant of the pay the pay the property public office or observable with the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneficiary may well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneficiary may from time to time written in an amount not less than 3... and the beneficiary may from time to time written in an amount not less than 3... and the beneficiary may from time to time written in companies acceptable to the beneficiary as for the expirite property of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for policy of insurance now or hereafter placed on said buildings, for pol

pellate court shall adjudge reasonable as the denotative of thisters and ney's lees on such appeal.

It is mutually agreed that:

S. 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 energy severally paid to pay all reasonable costs, expenses and attorney's secondarily paid or incurred by grantor in such proceedings, shall be paid to beneficiarly and appelled courts, necessarily paid or incurred by beneficiarly in such proceedings, and the linlance applied upon the indebtedness excured 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 beneficiarly is required to the payment of its fees and presentation of this dead and the note for endorsement (in case of all of the payment of the liability of any proposition of the payment of the making of any map or plat of said proverty; (b) join in

granting any easement or creating any testriction thereon; (c) join in any subordination or other agreement allecting 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 personal legally entitled thereof, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustees sees for any of the services mentioned in this paragraph shall be not less therein any nation of the services mentioned in this paragraph shall be not less the paragraph of the property may at any 10. Upon any default by kantor hereoff the paragraph of the proposited by a court, and without regard to the adequacy of any security to the indebtedness hereby secured and and take possession of said property or any part thereby secured nown name sue or otherwise collect the rentissues and property secured the paragraph of the property of the property, the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or elease thereof as induresals, shall not cure of 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 exclanation.

property, and the application or retease thereot as moresaid, shall not cure or waive any default or notice of default bereunder 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 respective to such payment and/or performance, the beneliciary may declare all the property of the property of the secured hereby immediately due and payable. In such an declare the beneliciary at his election may proceed to foreclose this trust deer considered the beneliciary at his election may proceed to foreclose this trust deer considered the property of the secured hereby immediately due and payable. In such an expect, the property of the secured hereby advertisement and sale, or may direct the trustee to foreclose this trust dept remedy, either at law or in equity, which the beneliciary may of the two the beneliciary elects to foreclose by advertisement and written notice of default on the trustee shall execute and cause to be recorded any written notice of default and his election to sell the said described real proceed to foreclose this trust deed notice thereof as then required described real reporty to satisfy the obligation in the manner provided in OFAs 66.735 to 86.795.

In After the trust of S days before the date the trustee conducts the sale, the grade of defaults. If the default consists of a failure to pay, when due the default of the sale of the sale and the provided by the trust deed. The default may be cured by paying the obligation of trust deed. In any case, in addition to curing the default on the failure of pay, when due to the cured may be cured by tendering the performance of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed to the control of the sale shall be held on the date and at the time of the cure of the trust deed to getter with trustee's and attorney's lees not exceeding the amounts provided by law.

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together with trustee's and attorney's less 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 motice 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 in plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frantor 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 trustees stationey, (2) to the obligation secured by the trust dead as their interest may aspect on the trustee of the trust each of the trustee surplus, if any, to the grance or to his successor in interest entities to such sores for any trustee name of the trustee appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the time appoint a successor or successor or any trustee name of the content of the time appoint a successor or successor or successor or any trustee name of the content of the time dead as the sale.

surplus, if any, to the grance or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or successor trustees are successor trusted by hereiciary, and substitution shall be made by written instrument executed by hereiciary, and substitution shall be made by written instrument executed by hereiciary of the successor trusted, shall be conclusive proof of proper appointment of the successor trustee. It is trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any par hereto of pending sale under any other deed of trust or of any action of proceeding in which granter, 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 altarney, who is an active member of the Oregon State Sar, a bank, trust company or sovings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to inside the to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an extraw agent hierased under ORS of 5.555 to 575.555.

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

HOUSE & LAND ON LOT 40, ECMNOOD PARK, KLAMMITH COUNTY, OTTEGON

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, devisces, 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. becca Whitten -ACKNOWLEDGMENT. Sw Publishing Co. NL 7204 © 1992 Stevens-Ness Law Pu Portland, OR 97204 STATE OF OREGON, County of Klamath October 19 93 BE IT REMEMBERED, That on this 15th day of before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Charles D. Whittemore Quida known to me to be the identical individual described in and who executed the within instrument and he _____executed the same freely and voluntarily. acknowledged to me that IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day) and year last above written. GALE THE OFFICIAL SEAL
GALE RAMEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 018331
MY COMMISSION EXPLANATION OF NOTARY PUBLIC - GREEN COMMISSION NO. ULSO Notary Public for Oregon FORM NO. 23 — ACKNOWLEDGMENT STEVENS NESS LAW PUB CO. POHTLAND OFF STATE OF OREGON, Klamath County of .. October , 19 15 day of ... BE IT REMEMBERED, That on this. before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Rebecca Whittewore described in and who executed the within instrument and known to me to be the identical individual executed the same freely and voluntarily. acknowledged to me that IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. My Commission expression expressi STATE OF OREGON. County of Klamath SPACE P Grantor Filed for record at request of: RECORD 18th day of __Oct.__ A.D., 19 93 on this . o'clock A M. and duly recorded at ___10:57__ AFTER RECORDING RETURN TO of Mortgages Page 27170 in Vol. _M93_ Evelyn Bichn County Clerk
By Chas. Whittemore endoro P.O. Box 634

Fee.\$15.00

Deputy.

Klamath Falls, Or.97601