

NA

17881

TRUST DEED

VOL 4194 PAGE 8729

THIS TRUST DEED, made this 22ND day of MARCH 1994, between
BARBARA ANN HEDBERG,

KLAMATH COUNTY TITLE COMPANY, as Grantor,
BRIAN L. CURTIS AND DOLORES L. CURTIS, HUSBAND AND WIFE, WITH THE RIGHT OF
SURVIVORSHIP, as Trustee, and
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 IN BLOCK 1 OF FIRST ADDITION TO ALTIMONT ACRES ACCORDING TO THE OFFICIAL PLAT
THEPOE ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anyway now or hereafter appendant, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

BY DEED REC'D. 17881

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE sum of FIFTEEN THOUSAND ***** (\$15,000.00)***** DOLLARS, WITH INTEREST THEREON, ACCORDING TO THE TERMS OF A PROMISSORY NOTE, EVEN DATE HEREWITHE, 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 MARCH 22, 1998.

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. Should the grantor, either agree to, attempt to or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, which consent shall not be unreasonably withheld, 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. (Delete underlined clause if inapplicable.)

The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

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 improvement 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 thereon.

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 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 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 FULL INSURABLE VALUE 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 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 procure the same at grantor's expense. The amount collected under any life 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 to invalidate any act done pursuant to such notice.

5. To keep the property free from construction items 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, fines 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 herein 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 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 the 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,

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 life insurance company authorized to insure life or 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 595.505 to 595.545.

WARNING: ORS 17.701 regulates and may prohibit exercise of this option.

*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

DATE OF REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
STATE OF OREGON
KLAMATH COUNTY
CLERK'S OFFICE
REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

RECEIVED REC'D. REC'D. REC'D. REC'D.
17881 17881 17881 17881
RECEIVED REC'D. REC'D. REC'D. REC'D.

STATE OF OREGON

KLAMATH COUNTY

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/instrument/microfilm/recption No.

Recorded on of said County

Witness my hand and seal of County affixed

NAME TITLE

By Deputy

8330

8730

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, parol), and grantor agrees, at its own expense, to take such actions as are necessary to 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, or 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 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 matter or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may enter title 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 herein secured, enter upon and take possession of the 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 the 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 set down agreement to the contrary.

12. Upon default by grantor in payment of any debt or notice of default hereunder or invalidate my act done pursuant to such notice, 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 instruct 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 867.350-867.795.

Article 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, 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 fulfilling 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 amount provided by law.

14. Otherwise, the sale shall be held on the date, and at the time and place designated in the notice of this or 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 his 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 trustee or to some other person.

15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustees 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 unappointed, hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary which instrument shall be recorded in the office of the recorder of deeds of the county in which the trust is located.

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 trustee

The grantor covenants and agrees to stand with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the land.

Seized in Ice simple of the real property and all other interests therein.

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 (if grantor is a natural person) are for business or commercial purposes.
This deed applies to 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 herein as trustee.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that 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 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: Delete, if unnecessary, whichever warranty, if any, is given.
If applicable, if warranty (a) is applicable, and the beneficiary is a creditor of the Grantor,
such word as defined in the Truth-in-Lending Act and Regulation Z, the
beneficiary MUST comply with the Act and Regulation Z by making required
disclosures; for this purpose use Statement Form (Reg. 1315), or equivalent form. In compliance with the Act, loan documents must be given to the consumer.

STATE OF OREGON County of Klamath) ss.
LAW OFFICES OF This instrument was acknowledged before me on MARCH 22, 1924.

by BARBARA ANN HEDREKG This instrument was acknowledged before me on 10
by _____

BS _____

The image shows a rectangular official seal for Tammy C. Allen, Notary Public for Oregon. The seal contains the text "OFFICIAL SEAL", "TAMMY C. ALLEN", "NOTARY PUBLIC - OREGON", and "COMMISSION NO. 021858". To the right of the seal is a handwritten signature of "Tammy C. Allen" and below it, the text "Notary Public for Oregon".

STATE OF OREGON: COUNTY OF KLAMATH

Filed for record at request of Klamath County Title Co. on the 23rd day
of March A.D. 1994 at 3:43 o'clock P.M., and duly recorded in Vol. MG,
of Mortgages on Page 8729.

Evelyn Biehn County Clerk
\$15.00

Page 1 of 1

10. The following table shows the number of hours worked by 1000 employees in a company.

Document released under the Access to Information Act