

TRUST DEED

Volume 25 Page 228

IN THIS TRUST DEED made this 24th day of March, 1994, between

JOHN W. RENO AND ROWENA L. RENO,

GRATNER-LITTLE INSURANCE COMPANY, as Trustee,

GLENN O. WOOLHISER, Trustor, ON THE WOOLHISER FAMILY TRUST

475 Clover Lane, Medford, OR 97501, 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 12 in Block 1 of Stewart, according to the official plat thereof  
on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the fixtures, fittings, and appurtenances and all other rights thereto belonging or in anywise now or hereafter pertaining, 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 such agreement herein contained and payment of the sum  
of TWENTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND 00/100Dollars, with interest thereon according to the terms of a promissory  
note of even date herewith payable to beneficiary of order and made by grantor, the final payment of principal and interest hereof, if  
not sooner paid, to be due and payable March 35, 2009.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 fail 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, or otherwise transfer it, then 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<sup>\*\*</sup> does not constitute a sale, conveyance or assignment.

To protect the security of this instrument, 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, nor 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 thereto.3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary  
so requires, to join in executing such insurance statement pursuant to the Uniform Commercial Code as the beneficiary may require and  
to pay all filing fees 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 insurable  
damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-  
ficiary as soon as insured; if the grantor 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 created 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 by grantor. Such application or release shall not cure or waive any default or notice of default there-  
under or invalidate any act 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 therefor, 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 in 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 no beneficiary holding title to the property under this instrument shall be liable for any attorney's fees on  
such appeal.8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-  
ficiary 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 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 636.505 to 636.505.

WARNING: 12 USC 1701 regulates and may prohibit issuance of this note.

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

John W. Reno and Rowena L. Reno  
P.O. Box 314  
Bonanza, Oregon 97520Glenn O. Woolhisler  
475 Clover Lane  
Medford, OR 97501After recording, return to the Office of the County Clerk  
Glenn O. Woolhisler  
P.O. Box 2501, City of Medford, OR 97501  
Medford, OR 97501

STATE OF OREGON,

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 fasc/file/instri-

ment/no. \_\_\_\_\_ /receipt No. \_\_\_\_\_

Recorded by \_\_\_\_\_ of said County

Witness my hand and seal of

County aforesaid

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_ Deputy \_\_\_\_\_

which are in excess of the amount required to pay all reasonable legal expenses and attorney's fees necessarily paid or incurred by plaintiff in such proceedings shall be paid to plaintiff by defendant. Defendant shall also pay reasonable costs and expenses incidental to any action brought in the United States Court of Appeals for the First Circuit by plaintiff in such proceedings, and the balance applied against defendant's security held hereby; and defendant agrees to take such actions and execute such instruments as shall be necessary to enable plaintiff to collect judgment in such action.

3. 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 enforcement (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 plan 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 liens or charge thereto; (d) reconvey, without retaining all or any part of the property. The parties in any reconveyance may be described as the "person or persons legally entitled thereto," and the recital therein of any matters of fact 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 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 life 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 the grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, which  
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 bene-  
ficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obliga-  
tion secured hereby whereupon the trustee shall set 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 85.740-88795.

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 867.533 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 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 place designated in the notice of sale or the time to which

the sale shall be made within one and one-half hours after the time and place designated in the notice of sale 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 of auction to the highest bidder for cash payable at the time of sale. Trustees 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 incurred 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 senior or to any 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 prejudice to the successor trustee, the latter shall be vested with all title, power and authority contained 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

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 suits 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.

*desirability of trustee shall be a party thereto even action or proceeding is brought by trustee.*

The grantor warrants that the proceeds of the trust 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) for business or commercial purposes.  
This deed applies to issues to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns, from present until death the holder and owner, including pledgee, of the contract secured hereunder, and his or her heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

In consideration of this trust deed, it is understood that the grantor, trustee and beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be

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

*J. D. H. Reno*  
*John H. Reno*  
John H. Reno  
Reynella H. Reno

March 24, 1994

45 NORTH DIVISION  
AUGUST 2010  
OFFICIAL SEAL  
ANN DELVERA  
NOTARY PUBLIC-OREGON  
NOTARY PUBLIC-OREGON

Shan S. Gao

NOTARY PUBLIC-OREGON Notary Public for Oregon

JAIL OF OREGON COUNTY CHURCH AND PHO  
dated for record at Judge's Office, Oregon County, Oregon, on the 10th day of July, 1977, and duly recorded in Vol. 1.

Page 9281 - County Clerk