

GARY A. SKELTHAM

1970 - Custer, Oregon
Klamath Falls, Oregon

Fee \$30.00

MOUNTAIN TITLE COMPANY

FORM No. 581 - Oregon Trust Deed - TRUST DEED

8189 04-01-94 MOUNTAIN

TRUST DEED

VOLUME 91 PAGE 974-1

THIS TRUST DEED, dated this 1st day of March, 1994, between

GARY A. SKELTHAM,

MOUNTAIN TITLE COMPANY OF Klamath County, as Grantor,
RICHARD W. SEXTON AND GENEVA H. SEXTON, husband and wife or the survivor
hereof, as Trustees, and

THEIR CHILDREN, RICHARD W. SEXTON, JR., GENEVA H. SEXTON, as Beneficiary.

Grantor irrevocably grants, assigns, sells and conveys to trustee in trust, with power of sale, the property in
KLAMATH COUNTY, Oregon, described as:

LOTS 32 and 33 in Block 5, of TRACT LINE NINE HILL, a resubdivision of
PORTIONS OF HIGH HILL, TIVINGTON HEIGHTS, MOUNTAIN VIEW ADDITION AND
ELDORADO HEIGHTS, 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 interests, hereditaments and appurtenances and all other rights thereto belonging or in anywise now
or hereafter appertaining, and the rents, issues and profits therefrom, all fixtures now or hereafter attached to or used in connection with
the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum
of

THIRTY THREE THOUSAND AND NO / 100THS DOLLARS (\$33,000.00) plus interest thereon accruing to the terms of a promissory
note of open date herewith; payable to beneficiary, or order and made by grantor, the final payment of principal and interest hereof, if
not sooner paid, shall be due and payable on the 15th day of January, 1995.

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. 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. THIS INSTRUMENT IS ENTITLED THE MOUNTAIN LINE NINE HILL TRUST DEED.

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 therefor;

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 ~~not~~ applicable
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered 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 cleared to grantor, such application or release shall not cure or waive any default or notice of default here-
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 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 5 and 7 of this trust deed, shall be added to and become a part of
the debt secured by this trust deed, with the waiver of any rights arising from breach of any of the covenants hereof and for such payments,
with interest thereon, the property hereinabove 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 this 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;

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:

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 hereinunder must be either an attorney, who is an active member of the Oregon State Bar, a bank,
trust company, or savings and loan institution 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 subdivisions, cities, towns or districts in the United States or any agency thereof, or an insurance
agent licensed under ORS 459.505 to 459.535.

STATE OF OREGON,
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

reconveyance _____ or as rec/file/instrument/
microfilm/reception No. _____

Record of _____ of said County.

Witness my hand and seal of
County affixed.

By _____ Deputy _____

which, after receipt of the amount so agreed to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by said party in such proceedings, shall be used to pay attorney's fees and expenses and attorney's fees, both legal and appellate, necessarily paid or incurred by the petitioner in such proceedings, and the balance applied upon the indebtedness secured hereby, and, if an action is taken by the petitioner 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 reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustees 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 subdivision or other agreement affecting this deed or the use 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 matter or fact shall be conclusive proof of the truthfulness thereof. Trustees' testimony, any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by trustee, the amount of his compensation and expenses shall not exceed \$500.

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, toward any indebtedness secured hereby, and in such order as beneficiary may determine.

12. Upon default by lessee in payment of amounts hereinabove required to be paid, lessor may determine and other insurance policies or compensation or awards for loss or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any 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 grantor's 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 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 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 867.795 to 867.795.

13. After the trustee has completed the sale of the property, the trustee shall record the instrument of conveyance of title to the

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 rendering 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 operation 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 and in the manner 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 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 recital in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the assignee 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 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 compliance 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 shall be in writing made by written instrument, and shall be recorded in the office of the recorder of deeds of the county in which the trust is located, but including the

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.

The grantor covenants and agrees that he will defend the title to the above described real estate against all persons whomsoever, and that the grantor will warrant and forever defend the same against all persons whomsoever.

(a) primarily for personal, family or household purposes (see Important Notice below),
(b) for unincorporated organizations (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, and benefits all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the contract secured hereby whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that the contract 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 hereof apply equally to corporations and to individuals.

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


GARY A. SKILLMAN

STATE OF OREGON, County of Columbia, ss.
This instrument is acknowledged before me on March 24, 1901.

This is a copy of the original document.

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OFFICIAL COPY
ATTY-GENERAL
NOTARY PUBLIC - OREGON
COMMISSIONER OF
INVESTIGATORIES
TODAY'S DATE
MAILING ADDRESS
TO WHOM ADDRESSED
REASON FOR COMM

Mark Keen and Co
Notary Public for Oregon
4/1/19

STATE OF OREGON: COUNTY OF KITTYVILLE

Filed for record at request of Mountain Little Co., Inc. on the 11th day
of April 1994.

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on page 54, 1971.

By Sgt. J. G. Miller