

TRUST DE

STEVEN WEST LUNN PER OFFICE OF POSTAL REGULATION
Valley Forge Page 9802

1. NAME OF THE COMPANY: BEND TITLE COMPANY
2. ADDRESS: 1000 BEND TITLE COMPANY
3. CITY: BEND TITLE COMPANY
4. STATE: BEND TITLE COMPANY
5. ZIP: BEND TITLE COMPANY
6. PHONE: BEND TITLE COMPANY
7. FAX: BEND TITLE COMPANY
8. E-MAIL: BEND TITLE COMPANY
9. WEBSITE: BEND TITLE COMPANY
10. OTHER: BEND TITLE COMPANY

WITNESSETH:

irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in

Grantor, in and to the County Clerk of Klamath County, Oregon, described as:

KLAMATH

Lot 6 in Block 1, of Plat No. 1204, LITTLE RIVER RANCH, according to the official plat

The County Clerk of Klamath County, Oregon.

[Handwritten signature]

2309-002A0-00700

[illegible]

FOR THE PURPOSE OF SECURING THE REPAYMENT OF THE SUM OF
TWENTY THOUSAND AND 00/100 DOLLARS TO THE ORDER OF THE UNITED STATES OF AMERICA,
Dollars, with interest thereon according to the terms of a promissory note made by said borrower, the final payment of principal and interest hereof,

[illegible]

~~becomes due and payable.~~ Should the interest in the above described real estate or other personal property of all (or any part) of grantor's interest in it without first obtaining the written consent shall not be unreasonably withheld; then, at the beneficiary's option, all obligations secured by the maturity dates expressed therein, or herein, shall become immediately due and payable. ~~(Delete underlined clause if inapplicable)~~

To protect the security of this trust deed, grantor agrees:
 11-To protect, preserve and maintain the property in good condition and repair, not to remove or abate any
 improvement thereon; not to commit or permit any waste of the property;
 12-To keep the property in good and suitable condition and in good and suitable repair, not to remove or abate any building or improvement which may be constructed
 on the property; if the beneficiary

[illegible]

4. To provide and continuously maintain insurance on the buildings now owned by the beneficiary, hereinafter referred to as the "insured buildings," in an amount not less than \$1,000,000.00, and to pay for the same out of the income of the trust; and

[illegible][illegible][illegible]

with interest as aforesaid, the principal herein described, and all such payments shall be immediately due and payable upon demand by the beneficiary under the obligation herein described, and all sums secured by this trust deed immediately due and payable upon demand thereon shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable upon demand thereon.

trusts, and attorneys' fees actually incurred.

[illegible][illegible][illegible]

WARNING: The publisher suggests that each of three more add.

TRUST DEED

Society of

I certify that the within
ment was received for record

SANDI SMOTHER _____ day of _____
 _____ at _____ o'clock _____ A.M. and
 _____ front (reel/volume) no. _____

HAROLD ELLIOT

Record of
Witness my hand
County of
State of

After Receiving Return to Name Address
 62nd St. N.Y.C.

NAME

By James R. Miller

Wash. State

100

which is in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in the prosecution of this suit, shall be paid to the attorney and shall be paid by the grantor. If the grantor is a corporation, the grantor shall be bound to pay the costs, expenses and attorney's fees, both in the suit and in all other suits, in the event of a judgment in favor of the grantor, and the balance applied upon the indebtedness of the grantor, and the balance applied upon the indebtedness of the grantor, and the balance applied upon the indebtedness of the grantor.

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, 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 subdivision 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 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 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 and 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 the sale 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 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. In the event the beneficiary elects 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 trustee shall execute and cause to be recorded a written notice of default and election to foreclose by advertisement and sale, the beneficiary shall cause this trust deed to be recorded in the manner provided in ORS 86.755 to 86.755.

12. 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 86.755, may cure the default or default. 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. In any case, in addition to curing the default, the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law, shall be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default, the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law, shall be cured by tendering the performance required under the obligation or trust deed.

13. 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 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.

14. 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.

15. 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 any assignment 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.

16. Trustee, accepts this trust deed, when this deed is duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of recording of deed or 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.

17. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto.

EXCEPT COVENANTS, RESTRICTIONS, AND EASEMENTS OF RECORD AND TRUST DEED RECORDED
IN BOOK 13, 1993 IN BOOK M93, PAGE 23498, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON.

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) not for business purposes, and
(c) not for investment purposes.
This deed applies 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 pledgees, of the contract secured hereby, whether or not named as beneficiary hereon.

In continuing this trust deed, it is understood that the grantor, trustee and beneficiary may each be more than one person; that if the trustee requires, the signature shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and limited to conform with the provisions hereof equally to corporations and to individuals.

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

Witness my hand and seal of said County of Deschutes, Oregon, this 25th day of February, 1994.

by SANDI SHELTER and GERRY YORK

as GRANTOR

of Deschutes County, Oregon

Notary Public for Oregon

My Commission Expires 03/10/97

STATE OF OREGON, County of KLAMATH

Filed for Record & Creation of Mortgage on February 25, 1994 at 1:15 PM

of Deschutes County, Oregon

and duly recorded in Vol. 13, Page 23498

By Evelyn Steha County Clerk

Lot 6 in Block 10 of Klamath Falls Forest Estates, Highway 56 Unit, Map No. 4, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY

This instrument will not allow use of the property described in this instrument in violation of applicable state laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property shall check with the appropriate city or county planning department for any approved LAR and TO DETERMINE ANY LIMIT ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN OR 30.830.1.

to Have and to Hold the same unto the said grantee and her heirs, successors and assigns forever.

And said grantor the covenants to and with said grantee and grantee's heirs, successors and assigns, that neither lawfully seized to fee simple, and the above granted premises free from all encumbrances, except those of record and those apparent from said land, and in any case the date of this deed.

grantor will warrant and to ever defend the said premises, and every part and parcel thereof against the claims, claims and demands of all persons whomsoever, except those claiming under above described encumbrances.

in consideration and full payment for this transfer, stated in terms of dollars, is \$ 4,000.00

STATE OF OREGON
County of _____

and acknowledged by the person in which
to be _____ volume and number

Notary Public in and for the State of New York

T. C. DABBLE, JR. and JOSEPH FREEDMAN
 P.O. BOX 1464
 SNETERS, OR 97759

T. C. DAUBERT, JR. and JOSEPH L. FREEMAN
P. O. BOX 1464
NISTERGATOR 07-59

MOUNTAIN TITLE COMPANY

P.O. BOX 146
 SISTERB OR 97759
 J.C. DARTMOUTH JR. AND JOSEPH L. FREEDMAN
 SISTERB OR 97759

MOUNTAIN TITLE COMPANY

9805

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles
 On 8/31/94 before me, Elyce J. Freeman
 DATE NAME, TITLE OF OFFICER - E.S., OR CLERK OF NOTARY PUBLIC
 personally appeared Sorin Hoyns
 NAME(S) OF SIGNER(S)
☒ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
 Though this state does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on this document.

☒ INDIVIDUAL
☐ CORPORATE OFFICER(S)
 TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

I, Elyce J. Freeman
 SIGNATURE OF NOTARY
 OFFICE OF ELYCE J. FREEMAN
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 LOS ANGELES COUNTY
 My Commission Expires 06/30/95

OPTIONAL SECTION
 THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
 TIME OR TYPE OF DOCUMENT WARRANTY DEED
 NUMBER OF PAGES 1 DATE OF DOCUMENT 8/31/94
 SIGNER(S) OTHER THAN NAMED ABOVE None

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STATE OF OREGON: COUNTY OF CLATSOP
 Filed for record at request of Mountain Title Co. the 4th day
 of April A.D. 1994 at 11:12 o'clock A.M., and duly recorded in Vol. M94
 of Deeds on Page 9804
 By Evelyn B. Lehn County Clerk
 FEE \$35.00

TOGETHER WITH A MOBILE HOME 1975 Marie V. H14270FKY40545 Title 184025716

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person accepting fee title to the property should check with the appropriate city or county planning department for properly improved uses AND DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN OR 30.030. This document does not constitute a contract and is not binding on the signatory or the signatory's heirs, successors and assigns.

to have and to hold the same unto the said grantor and grantors heirs, successors and assigns forever, and did grant hereby, covenant, warrant and guarantee, to his successors and assigns that the grant is lawfully severed in fee simple and the above granted premises free from all encumbrances of the sort of record and those apparent upon the land, as any was the date of this deed, and the land and grantor will warrant and forever defend the said premises and every part thereof against the law and claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for the transfer listed in item 7 of dollars \$ 250,000.
However, the actual consideration consists of or includes one property or interest or promise which is a part
part of the consideration (indicate which) XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX
Section 9-106(c)

change, shall be applied to make the provisions of the company's bylaws, including the plural and all remaining words, applicable to corporations and to individuals.

In Witness Whereof, the grantor has executed this Certificate this 28 day of March, 1994.

Court of Vermont
March 28, 1901

NEHAVNEB

MARTEANO

PERSONALLY APPEARED, THE ABOVE NAMED:	DATE:
MERVIN B. KENDALL	11/1/78
MARJEANNE KENDALL	11/1/78

and acknowledged the foregoing and intend to be bound by the same, and to defend, maintain and keep the same in full force and effect.

Before me, Max Kinsale
Notary Public for the State of Florida
My commission expires March 2010



STATE OF OREGON, County of _____, ss. I, _____, a Notary Public in and for said State, do hereby certify that _____, of the County of _____, State of Oregon, is the person who has acknowledged before me the foregoing instrument, and that he is the person named therein as the grantor of the same.

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Oregon.

corporation, on behalf of all corporations Name: Public for Oregon Commission Expires: 12-31-2011		SSN:
---	--	------

~~JOHN K. KENDALL and MARJAN E. KENDALL~~

P.O. BOX 183

DALE, OR 97625

ARLENE J. PALM

725 Smina Rd. Pkwy
Palmdale CA 90154

ARLENE J. PAIM

433 Spina Mm 2/16w
Redatum CA 90954

ARLENE J. PALM

433 Emma Ave
Petaluma CA 94951

STATE OF OREGON:

I certify that the within instrument was received for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and recorded in book _____ on page _____ of the _____ indexed number _____ Record of Deeds of said county.

Witness my hand and seal of office _____

_____ officials _____

 Recording Officer
 County _____

ARLENE U. PALM	713 S. Sma. Wm. P. L. Co.	Recording Officer
Klamath Falls, OR 97601	DA 74954	Deputy

MOUNTAIN TITLE COMPANY

EXTENT OF LEGAL DESCRIPTION

A portion of the W 1/2 NE 1/4 of Section 31, and a portion of the SW 1/4 SE 1/4 of Section 30, all in Township 38 South, Range 11 1/2 East of the Willamette Meridian, more particularly described as follows.

Beginning at a point on the Northerly right-of-way line of the Klamath Falls-Lakeview Highway which is 60 feet Westerly, along said right-of-way line, from the East line of the SW 1/4 NE 1/4 of said Section 31, said point also being the intersection of the Northerly right-of-way of the Klamath Falls-Lakeview Highway and the Westerly right-of-way line of the Mitchell-Hankins County Road; thence West, along the Northerly right-of-way line of the Klamath Falls-Lakeview Highway, a distance of 1089.0 feet to a point; thence North, parallel with the East line of said W 1/2 NE 1/4 of Section 31, a distance of 1755.0 feet, more or less, to the Southwesterly right-of-way line of the said Mitchell-Hankins County Road; thence Southeasterly and Southerly along said right-of-way line to the Northerly right-of-way line of the Klamath Falls-Lakeview Highway and the point of beginning.

STATE OF OREGON, COUNTY OF KLAMATH.

Filed for record at request of Mountain Title Co.
of April 11 A.D. 1984 at 11:12 o'clock A.M. and duly recorded in Vol. 494
on Page 9806
HEB \$35.00
By David L. Blahn County Clerk
David L. Blahn