

## TRUST DEED

THIS TRUST DEED, made this October day of 1994, between  
John T. MacDonald and Vicki MacDonald  
 (husband and wife), as Grantor,  
Mountain Title Co. of Klamath County, as Trustee, and  
Karen Nelson, 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:

The N 1/2 S 1/2 SW 1/4 NE 1/4, Section 5, Township  
 25 South, Range 8 East of the Willamette Meridian  
 Klamath County, Oregon

Tax Account No. 2508-500-600

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ten thousand dollars and no/100

Dollars, with interest thereon according to the terms of a promissory note made by grantor, the first payment of principal and interest hereof, it is agreed that the sum of per terms of note

The date of maturity of the note secured by this instrument is the first day of October, 1994, on which the first 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 the beneficial interest therein, the note shall become immediately due and payable. 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 to:  
 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 construct or permit any waste of the property.

2. To complete or cause to be completed in good and suitable 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, public office or officer, as well as the cost of all lien searches made by title officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and maintain insurance to indemnify the beneficiary, with the written in companies acceptable to the beneficiary, with the beneficiary as soon as insured; if the grantor shall fail for any reason or less than fifteen days prior to the expiration of any policy or policies of insurance, the beneficiary may procure any such insurance and to deliver the policies to the beneficiary. The beneficiary may by any time or other insurance policy may be applied by beneficiary upon or may determine, or at option of beneficiary the entire amount so collected, or release shall not cure or waive any default or default hereon or release shall not cure or waive any default or default hereon.

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 the property is sold, the beneficiary shall have the right to require, either by direct payment or by providing bond, the grantor to make payment thereof. The amount so paid, with interest at the rate set forth in the note, shall be added to and become a part of the debt secured by this trust deed, and the grantor shall be bound to the same extent that they are bound to pay such payments shall be immediately due and payable without notice, and the nonpayment thereof shall constitute a default hereunder.

6. To pay all costs, fees and expenses of this trust deed, including the cost of title search as well as the other costs and expenses of the beneficiary, in enforcing this obligation and trustee's fees actually incurred.

7. To appear in and defend in any suit, action or proceeding brought by the beneficiary or trustee to enforce the security rights or powers of beneficiary or trustee; or trustee may appear, including any suit for the foreclosure of this deed, the beneficiary's or trustee's attorney's fees; the amount of attorney's fees shall be paid by the grantor, and in the event of an appeal from any judgment or decree of the trial court and in the event of an appeal from any judgment or decree of the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that a portion or all of the property is sold, the beneficiary shall have the right, if it so appears, to require that the sale be taken under the right of eminent domain or condemnation, before any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder shall be a natural person who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association established in the State of Oregon or the United States, a life insurance company authorized to do business in the State of Oregon or any agency thereof, or a corporation organized under the laws of the State of Oregon.

\*WARNING: 12 USC 1701-3 requires that the beneficiary's consent to an unpaid debt.

\*The publisher suggests that each party should obtain legal counsel before executing this instrument.

## TRUST DEED

John T. and Vicki M  
MacDonald  
South Lake Tahoe, CA

Beneficiary:

After Recording Return to Grantor, Address: To:

Karen Nelson

P. O. Box 16987

South Lake Tahoe, CA

96151

## 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 \_\_\_\_\_/volume \_\_\_\_\_/on

page \_\_\_\_\_ or as fee/fee/instru-

ment/microfilm/reception No. \_\_\_\_\_

Record of \_\_\_\_\_ of said County.

Witness my hand and seal of

County aforesaid.

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

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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



33265

REQUEST FOR FULL RECOVERY (To be used only when subrogation has been paid.)  
TO: \_\_\_\_\_  
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cause all evidence of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to receive, without warranty, to the person designated by the terms of the trust deed the estate now held by you under the same. Mail recovery and documents.

DATED: \_\_\_\_\_, 19\_\_\_\_  
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for record before recovery can be made.

Beneficiary

STATE OF OREGON: COUNTY OF KLA-MATH: SS.

Filed for record at request of \_\_\_\_\_ Dale L. Sars, Inc  
of \_\_\_\_\_ Oct \_\_\_\_\_ A.D., 19 94 at 11:12 o'clock \_\_\_\_\_ A.M., and duly recorded in Vol. \_\_\_\_\_ M94  
of \_\_\_\_\_ Mortgage \_\_\_\_\_ on Page 33263  
FEE \$20.00/Non Stan \$20.00  
Evelyn Biehn County Clerk  
By \_\_\_\_\_