

ORIGINAL

(6) Should Grantor sell, convey transfer or dispose of the premises, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for a fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust to a singular shall be construed as plural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co-signing this Deed of Trust only to grant and convey the Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Note without that Grantor's consent.

(9) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(10) Trustee accepts this Trust when this Deed of Trust, 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 Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limitation, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, arbitrations, trials, administrative proceedings, condemnations, proceedings, bankruptcies, proceedings and any appeals from any of them. Enforcing the lien of the Deed of Trust includes without limitation costs in lieu of foreclosure, actions on the Promissory Note, foreclosure actions, receivership actions and post-judgment collection efforts.

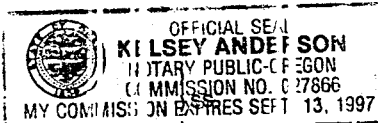
(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address herein before set forth.

(13) The terms Deed of Trust and Trust Deed are interchangeable.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date December 21st, 1994

Larry Lee Horstman  
Grantor

Larry Lee Horstman



STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on the Twenty First day of December, 1994, by Larry Lee Horstman

Before Me: Kelsey Anderson  
Notary Public - Oregon

My Commission Expires: September 13th, 1997

### REQUEST FOR FULL RECONVEYANCE

#### TO TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under this name.

Mail Reconveyance to:

By \_\_\_\_\_

By \_\_\_\_\_

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

## TRUST DEED

### STATE OF OREGON

County of Klamath s.s.

I certify that the within instrument was received for record on the 27th day of Dec, 1994, at 11:37 o'clock A. M., and recorded in book 494 on page 38834 Record of Mortgage of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn,

County Clerk

Title

Deputy

By Pauline J. Nussbaumer

Fee \$15.00