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12-28-94 POS 07, RCVD

MT 3432
UST DEED

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

THIS TRUST DEED, made this 2nd day of December, 1994, between

JAMES M. SEVERIN, a single person
MOUNTAIN TITLE COMPANY, 221 S. Sixth, Klamath Falls, OR 97601, as Grantor,
WESTERN UNITED LIFE ASSURANCE COMPANY, a corporation, as Trustee, and
WIVESSETH, as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
Klamath County, Oregon, described as:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO & MADE A PART HEREOF.

THIS IS A PURCHASE MONEY DEED OF TRUST

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto 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 THIRTY ONE THOUSAND NINE HUNDRED FIFTY NO/100—

note of even date herewith, payable to beneficiary or order and side by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable November 15, 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. 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 shall become immediately due and payable.

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 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 \$31,950.00, written in companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall 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 procure the same at grantor's expense. The amount collected under any fire 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 released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder 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 or 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 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 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 title 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.

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 sums as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. It is mutually agreed that: In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary 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 title 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 696.505 to 696.585.

TRUST DEED

JAMES M. SEVERIN
2627 Kristin Ct. N.E.
Salem, OR 97305

Grantor

Western United Life Assurance Company
P.O. Box 2162
Spokane, WA 99210

Beneficiary

After Recording Return to (Name, Address, Zip):

Western United Life Assurance Co.
P.O. Box 2162
Spokane, WA 99210
ATTN: Records Management

SPACE RESERVED
FOR
RECORDING'S USE

STATE OF OREGON,

County of _____ ss.

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 page _____ or as fee/file/instrument/microfilm/reception No. _____ of said County. Record of _____

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____, Deputy

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain 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 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 plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination of the property; (d) join 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 not less than \$5.

10. Upon any default of 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, and may 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 fire insurance or other insurance policy, or compensation or awards for loss or damage to the property, or the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, and shall not invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby, beneficiary may declare all sums secured hereby immediately to be 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 by advertisement and sale, 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 wherefrom the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose his trust deed in the manner 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 86.735 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 have been 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 fee and attorney's fee not exceeding the amounts provided by law.

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 attorney's fee 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 date of the sale, (4) to the grantor or to any successor in interest entitled to such surplus, (5) for an organization, or (even if grantor is a natural person) for business or commercial purposes.

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 conveyance, powers and duties conferred upon any trustee herein named or appointed by written instrument executed by beneficiary, which, when recorded, shall be conclusive proof of proper appointment.

16. Trustee accepts this trust 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 pending 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 clear, unencumbered title thereto.

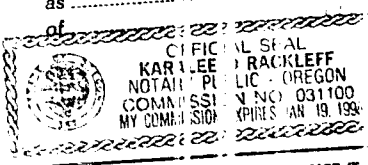
and that the grantor will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are for business or commercial purposes. (5) for an organization, or (even if grantor is a natural person) for business or commercial purposes. This deed applies to, inures 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 pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. or mortgagee may 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 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.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; If warranty (a) is applicable and the beneficiary is a credit not applicable; If warranty (a) is applicable and the beneficiary is a credit as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures; for this purpose use Stevens-Ness Form No. 319, or equivalent if compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on
by James M. Severin
This instrument was acknowledged before me on
by
as

James M. Severin
JAMES M. SEVERIN



Charles R. Rackleff
Notary Public for Oregon
My commission expires 1-19-94

REQUEST FOR FULL CONVEYANCE (To be used only when obligations have 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 cancel all indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to
DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

39013

EXHIBIT "A" LEGAL DESCRIPTION

Beginning at a point 200 feet Northwest of the Southeast corner of Block 51 of FIRST ADDITION TO KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, on the line of said Block 51 and Sixth Street; thence Northwest parallel with Sixth Street 100 feet; thence Southwesterly parallel with Jefferson Street 51 feet; thence Southeasterly parallel with Sixth Street 100 feet; thence Northeasterly 51 feet to the place of beginning, said strip being 51 by 100 feet in Klamath Falls, Klamath County Oregon.

ALSO TOGETHER WITH: Beginning at a point which lies Northwest along the Southwest line of Sixth Street a distance of 200 feet and Southwest at right angles to Sixth Street a distance of 51 feet from the most Easterly corner of Block 51, FIRST ADDITION TO KLAMATH FALLS; thence Northwest parallel to Sixth Street 100 feet; thence Southwesterly at right angles to Sixth Street 20 feet; thence Southeasterly parallel to Sixth Street 100 feet; thence Northeasterly at right angles to Sixth Street 20 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 38th day
of Dec A.D. 19 34 at 3:17 o'clock P.M. and duly recorded in Vol. M94
of Mortgages on Page: 39011

FEE \$20.00

Evelyn Biehn - County Clerk

By [Signature]