

ATC # 040429:0

TRUST DEED

THIS TRUST DEED, made on day 17 of February 95, between JERRY ANDERSON and LINDA ANDERSON husband and wife, as Grantor, BEND TITLE COMPANY an Oregon Corporation, as Trustee, and ANTONIO B. GRANZOTTO, 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:

Lot 14 Block 4, WAGON TRAIL ACRES: NUMBER ONE FIRST ADDITION, in the County of Klamath, State of Oregon.

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 **TWELVE THOUSAND FIVE HUNDRED DOLLARS, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereon if not sooner paid, to be due and payable pursuant to note.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is 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.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed hereon 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 search agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises 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 the full insurable value, 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 grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the amount collected under any fire or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereon 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 and any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said 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 payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligation 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 beneficiary hereinbefore described, as well as the grantor, shall be bound to the same obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment hereof 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 deed including the cost of title search as well as the other costs and expenses of recording 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 to pay all costs and expenses, including any suit for the foreclosure of this deed, of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in the paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgement 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 attorney's fees on such appeal.

8. In the event that any portion or all of said 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, which are due to the beneficiary 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 do business in the United States or any agency thereof, or an escrow agent licensed under ORS 96.505 to 96.585.

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 do business in the United States or any agency thereof, or an escrow agent licensed under ORS 96.505 to 96.585.

TRUST DEED

JERRY ANDERSON and LINDA ANDERSON
21890 S 99 E #18
CANBY, OR 97013

Grantor

ANTONIO B. GRANZOTTO
2134 MYRTLE BEACH LANE
DANVILLE, CA 94526

Beneficiary

After recording return to

Aspen Title Co

STATE OF OREGON, ss.
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/roll/volume No. _____ on page _____ or as fee file/instrument/microfilm/reception No. _____.
Record of Mortgages of said County.
Witness my hand and seal of _____ County affixed.

By _____ Deputy

and that the grantor will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the above described mortgage shall be used for the purposes set forth in the above described note and this trust deed are: [NOTICE: Line out the warranty that does not apply] ~~for the business or other lawful purposes of the mortgagor or mortgagee.~~ This deed applies to 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 such in the mortgage. The term mortgagor 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, said grantor has hereunto set his hand and the day and year first above written.

STATE OF OREGON, County of Columbia ss.

This instrument was acknowledged before me on Feb 12, 1996
 JERRY ANDERSON and LINDA ANDERSON

My Commission Expires 8-25-97

ERRY ANDERSON

INDA ANDERSON

OFFICE OF THE
PARALEL A BARE
NOTA PUBLICO-OREGON
MY COMMISION EXPIRES AUG 25, 1997

REQUEST FOR FULL REFUND (To be used only when obligations have been paid)

to: _____, Trustee

STATE OF OREGON: COUNTY OF KLAMATH: vs.

Filed for record at request of Alper, Title & Esrow the 24th day
of Feb, A.D., 19 95 at 3:02 o'clock P. M. and duly recorded in Vol. M95,
of McJragas on Page 4219

FEE \$ 15.00

On Page 421
Bernetha G. Letsch, County Clerk
BY W. J. [Signature]