

98399 MTC 35116mk

ALL INCLUSIVE TRUST DEED

Vol. m95 Page 9491THIS TRUST DEED, made this _____ day of _____ April _____, 1995, between
JACOB D. WOOD_____, as Grantor,
Mountain Title Company of Klamath County _____, as Trustee, and
LINDA BREWER

WITNESSETH:

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

See Exhibit "A" attached hereto and by this reference made a part hereof.

Also see Exhibit "B" for Additional Terms and Conditions, attached hereto and by this
reference made a part hereof.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 SEVEN THOUSAND and 00/100_____ (\$7,000.00) Dollars, with interest thereon according to the terms of a promissory
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
not sooner paid, to be due and payable April 15, 1996.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.

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 im-
provement 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
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 searching
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 \$ 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 bene-
ficiary 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 pro-
cure 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 here-
under 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 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 such pay-
ment, 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 pay-
able 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 sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-
torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-
ficiary 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 autho-
rized 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.

ALL INCLUSIVE TRUST DEED

JACOB D. WOOD11161 Table Rock RoadCentral Point, OR 97502

Grantor

LINDA BREWER

Beneficiary

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

MTCSPACE RESERVED
FOR
RECORDER'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
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Record of _____ of said County.Witness my hand and seal of
County affixed.

NAME

TITLE

By _____, Deputy

04-14-95P03:40 RCVD

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 in obtaining 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 endorsement (in case of full reconveyances, 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 or other agreement affecting this deed or the lien or charge thereof; (d) 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 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, in its own name 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 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 invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby 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, or may direct the trustee 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 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 whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. 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 86.753, 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 then be 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 and attorney's fees not exceeding the amounts provided by law.

14. 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 the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed 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.

15. 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.

16. 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 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.

17. Trustee accepts this trust when this deed, 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.

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

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:

(a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for other purposes (see Important Notice below).

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.

In construing this mortgage, it is understood that the 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, 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 creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Jacob D. Wood

STATE OF OREGON, County of Klamath ss.

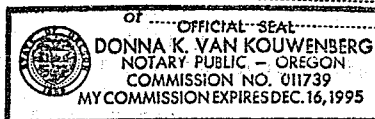
This instrument was acknowledged before me on April 14, 1995.

by Jacob D. Wood

This instrument was acknowledged before me on April 14, 1995.

by Jacob D. Wood

as Notary Public for Oregon



My commission expires Dec. 16, 1995

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

TO: Mountain Title Company of Klamath, Trustee

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 evidences of 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 Mountain Title Company of Klamath, Trustee

DATED: April 14, 1995.

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.

Linda Brewer

Beneficiary

EXHIBIT "A"
LEGAL DESCRIPTION

9493

The following described real property situate in Klamath County, Oregon;

Lots 10, 11 and 12 and that portion of Lot 13 in Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 13 of Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian; thence South 0 degrees 20' West along the West line of said Lot 13, 729.30 feet to the center line of the Wood River Ditch; thence North 37 degrees 37' East along said centerline, 914.76 feet, to the North line of said Lot 13; thence South 89 degrees 46' West along the North line of Lot 13, 559.68 feet to the point of beginning.

EXCEPT that portion described as follows: Beginning at the Southeast corner of Lot 12, Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence North 0 degrees 20' East, along the East line of said Lot 12, 605.88 feet to the center line of the Wood River Ditch; thence South 35 degrees 44' West, along said centerline, 648.78 feet, to the Easterly right of way line of the Crater Lake Highway; thence South 18 degrees 26' East along said right of way line, 85.80 feet, to the South line of said Lot 12; thence North 89 degrees 42' East, 348.48 feet, to the point of beginning.

According to that Survey of May 22, 1902, recorded in the office of the Klamath County Engineer.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through the Oregon State Highway Division, by deed recorded March 18, 1991 in Volume M91, page 4796, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

A parcel of land lying in Lots 11 and 12, Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and being a portion of that property described in that deed to Glenn T. and Rena A. Williams, recorded in Volume M86, page 6647, Microfilm Records of Klamath County, Oregon; the said parcel being that portion of said property included in a strip of land 40 feet in width, lying on the Easterly side of the center line of the Crater Lake Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 234+17.35, said Station being 4324.02 feet North and 3062.12 feet West of the Southeast corner of Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence South 17 degrees 09' 01" East 2579.71 feet; thence on a 22,918.31 foot radius curve left (the long chord of which bears South 17 degrees 17' 16" East 110.04 feet) 110.05 feet; thence South 17 degrees 25' 31" East 4814.77 feet to Engineer's center line Station 309+21.88.

Bearings are based upon the Oregon Co-ordinate System of 1983, South Zone.

EXHIBIT "B"Additional Terms and Conditions

The undersigned Grantor and Beneficiary agree to these additional terms and conditions as though fully set forth in said Trust Deed:

1. Grantor agrees to obtain the written consent of Beneficiary in the event Grantor sells, assigns, transfers or sets over any of his right, title and interest in and to the herein described premises or this Note and Trust Deed. Beneficiary agrees to not unreasonably withhold her consent. Furthermore, Grantor understands and agrees that it will be necessary for Grantor to obtain the consent of the holder of the underlying encumbrance, Glenn T. Williams and Rena A. Williams to such a transfer.

2. Grantor acknowledges that Beneficiary is indebted on a first Note and Trust Deed for the benefit of Glenn T. Williams and Rena A. Williams, recorded March 27, 1991, as Instrument No. M91, Page 5453, Microfilm Records of Klamath County, Oregon. Beneficiary represents the payments on the underlying first Note and Trust Deed will be current as of the date of closing. Both parties agree to instruct the collection escrow agent to make the payments on this underlying first Note and Trust Deed out of each and every future payment made by the Grantor. Grantor agrees that he will not take or fail to take any action which would cause the Beneficiary to be in default thereunder.

3. The All Inclusive Promissory Note which is executed contemporaneously with this Trust Deed and secured thereby is hereby incorporated by reference as part of the terms and conditions of the Trust Deed.

4. Beneficiary acknowledges that the All Inclusive Note and Trust Deed were prepared by Brophy, Mills, Schmor, Gerking & Brophy, Attorneys at Law, for the Grantor and that the Beneficiary has had the opportunity to review the Note and Trust Deed with an attorney of her own choosing.

5. This Note and Trust Deed is to be placed in a collection escrow at Mountain Title Company, Klamath Falls, OR 97601. The parties agree that the collection escrow set-up fee will be split equally between the parties and the monthly service charge will be paid by the Grantor. The Beneficiary agrees to contemporaneously execute a Request for Full Reconveyance to be placed in said collection escrow and released to the Grantor upon fulfillment of the terms of the Note and Trust Deed. The collection escrow agent will be instructed to apply all payments first to the underlying first Note and Trust Deed, and then to the Beneficiary.

6. Grantor shall name Beneficiary and the underlying Trust Deed Beneficiary as loss payees on the fire and extended coverage insurance as their interests may appear.

7. Grantor agrees to pay any and all charges, fees, assessments or penalties levied by the underlying Trust Deed Beneficiary as a result of Grantor's late payments.

8. All prepayments will be applied to the underlying loan with Glenn T. Williams and Rena A. Williams. In the event the underlying Note and Trust Deed is foreclosed or the Williamses seek to impose a penalty as a result of any prepayment of the obligation, then Beneficiary shall be responsible for any and all costs, assessments, attorney fees, etc., which may be levied against the Grantor or the Beneficiary by the underlying Trust Deed Beneficiary.

9. This Trust 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. In construing this Trust Deed, and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

10. The Beneficiary of this Trust Deed or the Note which it secures shall not declare a default until the Beneficiary has given to the Grantor at least ten (10) days' written notice and an opportunity to cure the default. Notices shall be sent to the Grantor at:

Jacob D. Wood
11161 Table Rock Road
Central Point, OR 97502

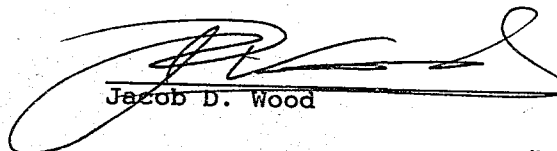
Notices shall be in writing and shall be sent by first-class mail and certified mail, return receipt requested.

11. If Grantor fails to pay when due any amounts required under this All Inclusive Deed of Trust to be paid to third parties by Grantor, Beneficiary may, but shall not be obligated to, pay any or all such amounts directly to such third parties, or otherwise to cure any such failure. If Beneficiary makes any such payments, the amounts so paid shall be immediately due and payable by Grantor to Beneficiary. Until paid, such amounts shall be secured by this Trust Deed and be added to the principal balance due under this Trust Deed and shall bear interest at the Note rate. Beneficiary's election to make any payments pursuant to this paragraph shall not constitute a waiver of Beneficiary's right to declare Grantor to be

in default of this Trust Deed and to exercise any remedies described herein.

12. Grantor shall forever indemnify and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with Grantor's possession or use of the Property, Grantor's conduct with respect to the Property, or any condition of the Property to the extent the same arises from or after the closing date and is not caused or contributed to by Beneficiary's breach of any warranty or representation made by Beneficiary in this Trust Deed. In the event of any litigation or proceeding brought against Beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend Beneficiary, Grantor shall, upon notice from Beneficiary, vigorously resist and defend such actions or proceedings.

IN WITNESS WHEREOF, the above additional terms and conditions as set forth in Exhibit "B" are hereby agreed to by the Grantor and Beneficiary.



Jacob D. Wood

"Grantor"

Linda Brewer

"Beneficiary"

2B
9497

in default of this Trust Deed and to exercise any remedies described herein.

12. Grantor shall forever indemnify and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with Grantor's possession or use of the Property, Grantor's conduct with respect to the Property, or any condition of the Property to the extent the same arises from or after the closing date and is not caused or contributed to by Beneficiary's breach of any warranty or representation made by Beneficiary in this Trust Deed. In the event of any litigation or proceeding brought against Beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend Beneficiary, Grantor shall, upon notice from Beneficiary, vigorously resist and defend such actions or proceedings.

IN WITNESS WHEREOF, the above additional terms and conditions as set forth in Exhibit "B" are hereby agreed to by the Grantor and Beneficiary.

Jacob D. Wood

"Grantor"

Linda Brewer
Linda Brewer

"Beneficiary"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 14th day
of April A.D., 19 95 at 3:40 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 9491.

FEE \$40.00

Bernetha G. Letsch, County Clerk
By Danene Mullendore

EXHIBIT "B" Additional Terms and Conditions - 3