

NL 1979 TRUST DEED Vol. 1195 Page 16563  
THIS TRUST DEED, made this 20th day of JUNE, 1995, between  
W. KENNETH SNOOK and AUDREY L. SNOOK, husband and wife with full rights of  
survivorship, as Grantor,  
ASPEN TITLE & ESCROW, INC., as Trustee, and  
RICHARD M. MAC BETH, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS 'THOUGH  
FULLY SET FORTH HEREIN.....

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 SEVENTY THOUSAND AND NO/100

(\$70,000.00) 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 JUNE 23, 1998.

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 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-  
ments, 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.

TRUST DEED

Grantor
Beneficiary

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

ASPEN TITLE & ESCROW, INC.  
ATTN: COLLECTION DEPARTMENT

SPACE 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

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.

[illegible]

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. The collection of such rents, issues and profits, or the proceeds of fire insurance or other insurance covering the property, the collection of the property, and the application or release thereof as to any indebtedness secured upon and taking possession of the property, for any taking or damage of the property, and any act done pursuant to such notice, shall constitute a lien in favor of beneficiary upon the property and shall be enforceable by a court of competent jurisdiction.

to be appointed by a court of competent jurisdiction, in its own name, to take possession of the property or any part thereof, in its own name, to collect and collect, including reasonable expenses, and to apply the same, less costs and expenses of operation and collection, to the payment of the debt or debts 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 provided herein shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. The beneficiary may declare all sums secured hereby or direct the

[illegible]

13. After the trustee has commenced foreclosure by advertisement and sale, 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. 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.

[illegible]

the parcel or parcels at auction, shall be conclusive proof of the truthfulness thereof. Any person, excluding the grantor, who appears at such sale in form as required by law shall be conclusively bound by the results of 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. If the trustee fails to sell the property within the time specified in the power of sale, the trustee shall nevertheless retain the authority to sell the property from time to time appoint a successor or successors to the successor trustee, the latter shall be vested with all title, interest and right of the predecessor trustee in the property sold, and the appointment and substitution shall be binding upon all parties.

16. Beneficiary may from time to time appoint a successor or successors 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 and acknowledged, is made a public record as provided by law. Trustee made by written instrument shall be conclusive proof of proper execution and acknowledged, is made a public record as provided by law. Trustee made by written instrument shall be conclusive proof of proper execution and acknowledged, is made a public record as provided by law.

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 heirs, assigns and assigns' assigns, successors and assigns, to execute and deliver to the beneficiary or his heirs, assigns and assigns' assigns, successors and assigns, all such instruments as may be required to carry out the purposes of this trust.

and that the grantor will warrant and forever defend the same against all persons whomsoever.

and that the grantor will warrant and defend the title to the property.  
The grantor warrants that the proceeds of the loan reported on the above schedule are to be used for:  
(a)\* primarily for grantor's personal, family or household purposes (see Important Notice Section 2);  
(b) for an organization, or (even if grantor is a natural person) are 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 or contracts identified in the above schedule. The term beneficiary may each be more than one person; that is, whether or not named as a beneficiary herein.  
It is intended that the grantor, trustee and/or beneficiary may each be more than one person; that is, whether or not named as a beneficiary herein. All grammatical changes shall be made to the above schedule to reflect the intended parties.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each 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 deemed 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, the 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-Noss Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

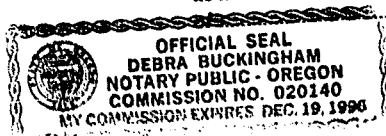
W. KENNETH SNOOK  
AUDREY L. SNOOK

STATE OF OREGON, County of KLAMATH ss. 1995  
 acknowledged before me on JUNE 23 1995  
DAVID L. SNOOK

STATE OF OREGON, County of \_\_\_\_\_

This instrument was acknowledged before me on JUNE 23, 1923  
by W. KENNETH SNOOK & AUDREY L. SNOOK  
\_\_\_\_\_ acknowledged before me on \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_ This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_



My commission expires 12-19-96

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

TO: \_\_\_\_\_, 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 \_\_\_\_\_

**DATED:** \_\_\_\_\_, 19\_\_\_\_

**DATED:** .....

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**

## EXHIBIT "A"

The W 1/2 of the SW 1/4 of Section 16, and the E 1/2 of the SE 1/4 of Section 17, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

AND the NE 1/4 of Section 17, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 8 MAP 4011 TL 3800  
CODE 8 MAP 4011 TL 3900  
CODE 8 MAP 4011 TL 4000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 23rd day  
of June A.D., 19 95 at 3:29 o'clock P M., and duly recorded in Vol. M95  
of Mortgages on Page 16563  
By Bernetha G. Leach, County Clerk

FEE

\$20.00