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11-14-95P03:47 RCVQVol m95 Page 31108

TRUST DEED

، معمن THIS TRUST DEED, of November, 1995, between made on day ROBERT L. FOSSEN and DEANA L. FOSSEN, husband and wife, as to an undivided 50.000% interest and WILLARD ROBINSON and PHYLLIS ROBINSON, husband and wife, as to an undivided 50.000% interest , as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as Trustee, and RALPH E. PATTERSON , 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:

Lots 1 and 2, Block 13 of NORTH KLAMATH FALLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singluar 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

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise 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 **FORTY THOUSAND*** 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 thereof, if not sooner paid, to be due and payable December OS 2020.

**BOTTOM THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payable by grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable December OS 2020.

**BOTTOM THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and interest thereof, if not sooner payd, to the pay part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or allemant of the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or allemant of the payable.

To protect the security of this trust deed, grantor agrees:

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To protect the security of them of the payable.

To complete or restore promp permit any waste of said property.

2. To complete or restore promp permit any waste of said property.

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3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary and require and to pay of thing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as than the

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.

DEED

ROBERT L. FOSSEN, DEANA L. FOSSEN, WILLARD ROBIN

Grantor

RALPH E. PATTERSON 2007 HOMEDALE KLAMATH FALLS, Beneficiary

After recording return to
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
222 S. 6TH STREET
KLAMATH FALLS, OR 97601

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 such 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 foreign to the part of the payment of their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his 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 country 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 Jawfully seized in fee simple of the real property and has a valid, unencumbered title thereto Subject to a Trust Deed recorded on 6/20/95 in Vol 95, page 16186 in the Microfilm Records of Klamath County, Oregon wherein the beneficiary is KLAMATH FIRST FEDERAL, which grantors herein do not agree to assume and pay 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 [NOTICE: Line out the warranty that does not apply]

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed helis Roinso HYLLIS ROBINSON
STATE OF OREGON, County of OFFICIAL SEAL HELEN M. FINK
NOTARY PUBLIC - OREGON
COMMISSION NO. 014766
MAISSION FAIRES APR 20, 1996 This instrument was acknowledged before me on ROBERT L. FOSSEN, DEANA L. FOSSEN, WILLARD ROBINSON My Commission Expires 4/20/96 for Oregon REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid)

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:

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.

TO:

DATED:

Beneficiary

EXHIBIT "A"

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TOT HE TRUST DEED NOW OF RECORD DATED JUNE 16, 1995 AND RECORDED JUNE 20, 1995 IN VOLUME M95, PAGE 16186 MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED.

RALPH E. PATTERSON, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF KLAMATH FIRST FEDERAL AND WILL SAVE GRANTORS HEREIN HARMLESS THEREFROM..

SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, GRANTOR HEREIN AMY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTORS HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.

STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at request of	Mountain Title Company the 14 d at 3:47 o'clock P. M., and duly recorded in Vol. M95 ages on Page 31108
FEE \$20.00	By Annette Mueller