R.V. HORN, JR. KLAMATH COUNTY TITLE COMPANY ORTN K. CAMENISH AND DOROTHY J. ORTN K. CAMENISH AND DOROTHY J. ORTN K. CAMENISH AND DOROTHY J. CAMENISH FAMILY TRUEST DATED ATRIL 10, 1980, RESTATED 2-6-90 AS B Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the part of the county Oregon, described as: Tract No. 186, "Entry Trythe Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. To file in the office of the County Clerk of Klamath County, Oregon. To file in the office of the County Clerk of Klamath County, Oregon. To heastles appetuining, and the rest, inuses and profits thereof and all fistures now or hereafter statehed to a used in on the county of the County Clerk of Klamath County, Oregon. FOR THE PURPOSE OF SECURINO PERFORMANCE of each ade geometric dignation betwin contained and seyvene of FORTY SIX THOUSAND AND NO/LOWARANANANANANANANANANANANANANANANANANANA	LJ.	1,000/19 //040	to the second second second second	the first terms of the first terms of	A 2
THIS TRUST DEED made this. 1st. day of FERRURNY 1996. R.V. RONN, JR. CAMENISH AND DONORHY J	•	olmas Page 4013	K-48873-C	. इकारका मुख्याच्या कुम्बूब (क	3276 · · · · · · · · · · · · · · · · · · ·
N.Y. SONS, JAN. KI.MART COUNTY TITE COMPANY ORIN'S. CAMPINISH AND DOMOTHY 3. CAMPINISH FAMILY TRUST DATED APRIL 10, 1980, RESTATED 2-6-90 as B WINESSETH: Grants: irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the p KI.MART County, Oregon, described as: Tract No. 189, Enterprishe Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tract No. 189, Enterprishe Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Francy Provincial of the rest of the County Clerk of Klamath County, Oregon. For THE PRIPOSE OF SECURITY PERFORMANCE at each ageometic strached to or used in con- the property. FOR THE PRIPOSE OF SECURITY PERFORMANCE at the Ageometic distance been concident and system FOR THE PRIPOSE OF SECURITY PERFORMANCE at the Ageometic distance been concident and system. FOR THE PRIPOSE OF SECURITY PERFORMANCE ASSESSMENT AND ADDRESSMENT AND ADDRESS	, between	RUARY , 1996 , betw	day of	made this 1st	THIS TRUST DEE
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4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property adamage by live and such other hazards as the beneficiary may from time to time require, in an amount not less than \$"O written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered for the control of the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficial to the state of the property between the sum of the property between the property between the property before any part of such taxes, assessments and other charges that may assessed upon or against the property before any part of such taxes, assessments and other charges the become part due or de- promptly deliver receipts therefor to beneficiary; should the grantor fall to make payment of any taxes, assessments, insurance intens or other charges payable by grantor, either by direct payment or by providing beneficiary minuted with which to maintent, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth mental property between the payment of the property between the payment of the boiligation described in paragraphs 5 and 7 of this trust deed, that be added to and become with interest as aforesaid, the property hereinbelore described, as well as the grantor, shall be bound to the bayment of the obligation merit bedone described, and all such payments shall be immediately due and payable with and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust dead immediately of the payment of the obligation and trustee's and attories' less actually incurred. 1. To appear in and delend any action or proceeding	require an or searchin	en searches made by filing officers or sear	as well as the cost of	er public office or offic	ay for filing same in the pi
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any indebtedness secured hereby and in such order as beneliciary may determine, or at option of beneliciary the entire amount or any part threof, may be released to grantor. Such application or release shall not cure or wive any default or notice of under or invalidate any act done pursuant to such notice. 5. To keep the property free from construction liens and to pay all fazes, assessments and other charges that may assessed upon or against the property before any part of such taxes, assessments and other charges become past due or department of the development of the property before any part of such taxes, assessments and other charges become past due or department of the property therefore to beneficiary should the grantor fail to make payment of any taxes, assessments, insurance liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to main and, boneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become the debt secured by this trust deed, without waiver of any right arising from breach of any of the covenants hereof and for sur with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent to bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable wis and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed this trust deed, this trust including the cost of title sarch of this trust deed this trust including the cost of title sarch of the strust deed this trust including the cost of title sarch of the core and according to the payable will be a constituted a breach of this trust deed, this trust including the cost of title sarch will be a constituted as the content of the payable structured in	ry may pro	laced on the buildings, the beneficiary may	insurance now or heres	xpiration of any policy	ast fifteen days prior to the
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promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insuranc liens or other charges payable by grantor, either by direct payment or by providing beneficiary with tunds with which to mai ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth secured hereby, together with the obligations described in paragraphs 6 and 70 this truet deed, shall be added to and become the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for sur with interest as alcressid, the property hereinbelore described, as well as the grantor, shall be bound to the same extent to bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with and to nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately dable and constitute a breach of this trust deed. 9. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses including the cost of title search as well as the other costs and trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's lees actually incurred. 1. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiar and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees the amount of at 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 the trial court, grantor turther agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's lees, the amount of at mentioned in this paragraph	be levied o	ments and other charges that may be levi	and to pay all taxes,	e from construction lie	5. To keep the property
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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 ness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary.

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 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 10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past indebtedness secured hereby, and in such order as beneficiary may dotermine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, including those past indebtedness secured hereby, and in such order as beneficiary may dotermine.

12. Upon default by grantor hereunder, beneficiary may dotermine.

13. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeded of insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof and other insurance policies or compensation or awards for any taking or da

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 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 the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of being the cure of the trust default that is capable of the cure of the trust default that the cure of the trust default that is capable of the cure of the trust default that is capable of the cure of the trust default that is capable of the cure of the trust default that is capable of the cure of the trust default that is capable of the cure of the trust default that is capable of the cure of the trust default that the cure of the trust default the cure of the trust default that the cure of the trust default the cure of the trust defau cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the de-

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 lees 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 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 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 appear in the order of their priority and (4) the surplus, it any, to the grantor or to any successor interest smith the trustee deed, of their priority and (4) the surplus, it 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 name therein or to any successor trustee powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be property is situated, shall be conclusive proof or 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 beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

18. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a publi

the controller of mentions of the following the controller of the

and that the grantor will warrant and torever detend 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, tamily or household purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural persons) 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 in construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that 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.

	and executed this instrument the day and year first above written.
as such word is defined in beneficiary MUST comply we disclosures; for this purpose	te, by lining out, whichever warranty (a) or (b) is R.V. HORN, JR. (a) is applicable and the beneficiary is a creditor the Truth-in-Lending Act and Regulation Z, the with the Act and Regulation by making required uso Stevens-Ness Form No. 1319, or equivalent, s not required, disregard this notice.
	STATE OF OREGON. County of Victoria
The August State (1997) Mark College State (1997) The Death State (1997)	This histrament was acknowledged before me on February 6
Street And the second	by K.V. HORN, JR. ,1990, This instrument was acknowledged before me on ,19 ,, by ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	as
(9) 1	OFFICIAL SEAL SUE NOVA OTARY PUBLIC - OREGON COMMISSION NO. 044490 ON COMMISSION NO. 044490 Notary Public for Oregon ON POPRES JUNE 08, 1999 My commission expires June 8, 1999
STATE OF OREGON: C	OUNTY OF KLAMATH: ss.
Filed for record at reques	t of
TEE \$15.00	By Quelle Myllendare