| FORM Ho, CO1 - TRUST QUED (Assignment Restricted). | ATE #-05045341 | COPYRIGHT 1923 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204 |
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| NS there are no to 2689. The track of the figure of the first lates. Or the first lates. Or the first lates. Or the first lates. | 96 OCT -4 P3:37 | Vol. <u>M46</u> Page 31667 & |
| TRUST DEED AND AND AND AND AND AND AND AND AND AN | | STATE OF OREGON, County of } ss. |
| JULIE A. MANESS | <u>୍ୟ ଅପର୍ବ ଅନ୍ତର୍ଶ ହେବା ପ୍ରଥମ ଓ ଅଧିକ ଅନ୍ତର୍</u> ଶ ହେବା ବ୍ୟ | I certify that the within instrument was received for record on the day of, 19, at |
| Grantor's Name and Address | the state of the second st | o'clockM., and recorded in |
| HOWARD AND VIRGINIA 1 MORRIS | SPACE RESERVED FOR RECORDER'S USE | bock/reel/volume No on page and/or as fee/file/instrument/microfilm/reception No, |
| Buneficiary's Rome and Address | | Record of of said County. |
| ASPEN TITLE & ESCROW, INC. | | Witness my hand and seal of County affixed. |
| 525 Main Street | <u>i Memorin</u> a a algentina propinsi | 4.468 |
| Klamath Falls, OR 97601 | | NAME |
| ्राच्या स्ट्रीसे स्ट्राह्म स्ट्रीसे | | By, Deputy. |
| ASPEN TITLE & ESCROW, INC. PACIFIC ACCOMMODATORS, INC. | as to 25% interest and H | tober ,19.96 , between ,as Grantor, as Trustee, and OWARD MORRIS and VIRGINA I. MORRIS, |
| added and wife with 1011 F | Lucs of survivorsnip, as | to a /5% interest as Reneficiary |
| Lots 5 and 6, Block 41, HILLS of Klamath, State of Oregon. | IDE ADDITION TO THE CITY LESS a parcel of land 20 particularly described as | in trust, with power of sale, the property in OF KLAMATH FALLS, in the County D feet by 100 feet adjacent to s the Southwesterly 20 feet of |
| CODE 1 MAP 3809-28BD TL 4600 | | |
| together with all and singular the tenements, he or hereafter appertaining, and the rents, issues a the property. | reditaments and appurtenances and all and profits thereof and all fixtures now | other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with |
| for the purpose of securing of One Hundred Twenty Thousand(\$120,000.00) note of even date herewith, payable to benefic | and UV/1UU- Dollars, with inte | of grantor herein contained and payment of the sum erest thereon according to the terms of a promissory the final payment of principal and interest hereof, if |
| not sooner paid, to be due and payable at ma | urity of note to | |

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the mote becomes due and payable. Should the grantor either agree to attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

beneficiary's options, all obligations secured by this instrument, irrespective of the mention of come immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement 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 servoyed thereon, and pay when due all cost incurred therefor.

3. So to only with all laws, ordinances, rejulations, covenents, conditions and restrictions aftecting the property; if the beneficiary so region to extend the property and restrictions and restrictions aftecting the property if the beneficiary so region in the property and restrictions are considered as a second desirable by the beneficiary of the property against laws of the property against laws of against the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or havetell rested on the property against laws of a damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$1,180,172,101.e. yal new written in companies acceptable to the beneficiary 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 lifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary upon at least filtered days prior to the expiration of any policy of insurance and to hereafter placed on the buildings, the beneficiary approached the contract of the property is the property in the property in the property

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 Oragon 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 excrow agent licensed under ORS 698.505 to 696.585. "WARNING: 12 USC 1701|-3 regulates and may prohibit exercise of this option.

*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it litrs upon any reasonable costs and expenses and attorney's less, both in the trial and applellate courts, necessarily paid or incurred by bere liciary in such proposed, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expenses, to take such actions and executes such instruments as shall be necessary in obtaining such compensation, promptly upon 5 medicary sergect.

9. At any time and from time to time upon written requect of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconvey unces, for cancellation), without affecting 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 essement or creating any restriction thereon; (c) join in any subordination or other agreement affecting tis deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto;" and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than 85.

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 payment of the indebtedness secured hereby, and in such order as 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 secu 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, 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 of 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 lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 an organization, or (even it 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 secured hereby, whether or not named as a beneficiary herein. In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it 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 *IMPORTANT NOTICE: Deleto, by lining out, whichever varranty (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 camply 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. JULIE A. MANESS STATE OF OREGON, County of Klamath This instrument was acknowledged before me on October by Julie A. Maness This instrument was acknowledged before me

OFFICAESEAL

RMCADA K. OLIVER

NOTARY PUBLIC-OREGON

COMMISSION NO. 053021

IN COMMISSION PUBLIC STRESS APR. 10, 2000 Notary Public for Oregon My commission expires 4/10/2000 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.) STATE OF OREGON: COUNTY OF KLAMATH: Aspen Title & Escrow 4th day Filed for record at request of . October A.D., 19 96 at 3:37 o'clock P.M., and duly recorded in Vol. M96 Mon: :gages on Page __31667 १९७३ १६के १ हे ५०६० १९५३ १६के १ है Bernetha G. Letsch County Clerk Katklun FEE \$15.00 By _