32312 ----<u>Vol_*M91* Page 3362</u> TRUST '97 FEB -4 A11:14 ARD A. MEDINA and ROSE MARIE MEDINA HILLSIDE AVENUE KLAMATH FALLS, OR 97601 Grantor ISMAEL O. MORELOS & REFUGIO MORALES
3244, Vine, Clarkath Falls,
OR 9760/
Beneficiary Beneficiary TRUST DEED THIS TRUST DEED, made on DECEMBER 26, 1996, between EDWARD A. MEDINA and ROSE MARIE MEDINA, husband and wife, as Grantor, AMERITITLE , as Trustee, and ISMAEL O. MORELOS & REFUGIO MORALES, husband and wife or the survivor thereof, 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 WHICH IS MADE A PART HEREOF BY THIS REFERENCE 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 with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of

TWENTY THOUSAND ONE HUNDRED SEVENTY SEVEN AND TWENTY SIX / 100ths Dollars, with with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of *TIWENIY THOUSAND ONE HUNDRED SEVENTY SEVEN AND TWENTY SIX / 100ths** Dollars, with interest thereon and the property of the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the mitterest thereon of minimal and interest hereof, if not sooner paid, to be due and payable Jamony of the property of the property of the payable to the event hereof, if not sooner paid, to be due and payable Jamony of the property of 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.

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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 beneficiarly's request.

10. How the man from time to time upon written request of beneficiary, apyment of its fees, and presentation of this deed and the necessary in obtaining such compensation, promptly upon beneficiarly in such property. (b) join in granting any rearment or creating any restriction therefore); (c) join in any subordination or other agreement affecting this deed from the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any rearment or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed from the payment of the property and 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 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, beneficiarly 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 said property or any part thereof, in its own annex sec or otherwise collect the rents, issues and profits, attending the property of the property and the property or the contract

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

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. This insurance may, but need not, also protect grantor's interest. This insurance may, but need not, also protect grantor's interest. This insurance may, but need not, also protect 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 purchased by bene

, County of This instrument was acknowledged before me on EDWARD A. MEDINA and ROSE MARIE MEDINA 16 My Commission Expires OFFICIAL SEAL KRISTI L. REDD NOTARY PUBLIC - OREGON COMMISSION NO. 048516 MY CUMMISSION EXPIRES NOV. 16, 1999

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 4th day of February A.D., 19 97 at 11:14 o'clock A. M., and duly recorded in Vol. M97

of Mortgages on Page 3362

Bernetha G. Letsch, County Clerk

FEE \$20.00