

TRUST DEED

REBECCA A. CONSER
A.
PATRICK H. PETERS
MOTOR INVESTMENT COMPANY
P.O. BOX 319
KLAMATH FALLS, OR 97601

SUPERVISIVE
FOR
REVENGE 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 is, as far as I see/file/instru-
mental/microfilm/recording No. _____,
Record of _____ said County.
Witness my hand and seal of County
affixed.

By _____, Title _____, Deputy _____

THIS TRUST DEED, made this 18 day of JANUARY, 1999, between
REBECCA A. CONSER and PATRICK H. PETERS, INSURANCE COMPANY OF OREGON, as Grantor, and
MOTOR INVESTMENT COMPANY, as Beneficiary,

Grantor revocably grants, being in Klamath County

SE SEAS OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 9 EAST
MERIDIAN KLAMATH COUNTY, OREGON.

together with all and singular the following and whatsoever appertaining, and the rents, issues and profits therefrom and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PAYMENT OF an agreement of grantor herein contained and payment of the sum of TWENTY FIVE THOUSAND DOLLARS AND FIFTY SIX DOLLARS AND FORTY SIX CENTS ***

of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it

The date of maturity of the debt secured is due and payable. Should the grantor die or all (or any part) of grantor's interest in the property be transferred to the beneficiary, all obligations secured by this instrument, including insurance premiums, does not constitute a sale, conveyance or assignment.

To protect the integrity of this trust deed:

- To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to construct or permit

2. To comply or restore promptly any damage or destruction thereto, and pay when

3. To comply with all laws, ordinances and regulations, covenants, conditions and restrictions affecting the property; if the beneficiary shall require, to obtain from the Uniform Commercial Code as the beneficiary may require and as well as the cost of all liens or charges made by filing officers or searching

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 \$100,000, payable to the latter; a policies of insurance shall be delivered to the beneficiary, with funds to pay premium, and the beneficiary may procure any such insurance and deliver the policies to the beneficiary

5. To collect and pay to the beneficiary any amounts due him under the note or notes placed on the buildings; the beneficiary may prosecute and collect any amounts of other insurance policy, may be applied by beneficiary upon

any part thereof, may be retained to grantor or his assigns for payment of the obligation of the beneficiary as may be demanded by the beneficiary.

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6. To make payment to the beneficiary of any amounts due him under the note or notes placed on the buildings; the beneficiary may prosecute and collect any amounts of other insurance policy, may be applied by beneficiary upon

any part thereof, may be retained to grantor or his assigns for payment of the obligation of the beneficiary as may be demanded by the beneficiary.

7. To pay all costs, fees and expenses of trustee incurred in connection with or in enforcement of this trust deed, including attorney's fees actually incurred.

8. To appear in and defend any action or proceeding in which any suit or action related to this instrument is brought, including any suit for the foreclosure of this deed, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including attorney's fees, the amount of attorney fees specified in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal to any judgment or decree of the trial court, grantor

court shall adjudge reasonable as the beneficiary's or trustee's attorney fees in such appeal.

It is mutually agreed that:

9. In the event that any portion of all or any portion of the monies payable to compensation for such taking, the property shall be taken under the right of eminent domain or condemnation, bene-

10. The Just Deed Act provides that no trustee can sue and loss shall be recoverable by the trustee if this statute is violated or if losses are sustained, the trustee may sue and recover damages for the violation of this statute or losses sustained under the same.

WARNING: THIS TRUST DEED IS NOT A CONTRACT AND MAY NOT BE USED AS A CONTRACT.

"The publisher disclaims that each an agreement as

Writte in witnesses: the amount required to pay all living expenses shall be paid to his wife, his son and stepson, necessary child or trust created hereby, and senior agent at the time of death such compensation promptly upon his death.

13. At any time and from time to time upon the date for endorsement (in case of his recovery of the principal, trustee may (a) consent to the sale and restriction thereon; (c) join in any subdivision, without warrant, all or any part of the land entitled thereto, and the recitals therein shall be valid for any of the services mentioned in this part.

14. Upon any default by grantor hereinafter to be appointed by a court, and without regard to possession of the property or any part thereof, in due and usual, and apply the same, less costs of administration and collection, including reasonable attorney's fees upon any matter of

15. The ordering up and taking possession and other insurance policies or compensation of any kind, shall not cure or waive any default or

16. Upon default by grantor in payment of any debt of the essence with respect to such payment due and payable. In such an event the beneficiary shall have the right to foreclose this trust deed by acceleration or in equity, which the beneficiary may have against the trustee shall execute and cause to be satisfied hereby whereupon the trustee shall be forever discharged from this trust deed in the manner provided.

17. After the trustee has commenced proceedings concerning the title, the grantor or any other claimant of a failure to pay, when due, such amount of the cure after such portion as would and may be cured by tendering the performance of demands, the person effecting the cure shall be entitled to the surplus of the trust deed together with trust.

18. Otherwise, the sale shall be held on the date may be postponed as provided by law. The price or parcel auction to the highest bid item as required by law conveying the property of any matter of fact shall be conclusive of grantor and beneficiary, may purchase all the same.

19. When trustee sells pursuant to the power of sale, including the compensation of the trust deed, (3) all persons having record title in the order of their priority and (4) the same

20. Beneficiary may from time to time appoint another hereunder. Upon such appointment, substitution and suries entered upon any trustee made by written instrument executed by beneficiary.

21. Trustee accepts this trust when this deed is not obligated to notify any party hereof of potential or trustee shall be a party unless such notice is given in the stamp of the real property and has a attached hereto, and that the grantor will warrant.

WARNING: Unless grantor provides for loan agreement between them, beneficiary's interest. This insurance may, but not necessarily purchased by beneficiary, may file coverage by providing evidence that grantor for the cost of any insurance coverage until balance. If it is so added, the interest rate of coverage may be the date grantor's prior. The coverage beneficiary purchases may obtain more and may not satisfy any requirements imposed by applicable law.

The grantor warrants that the proceeds of the trust deed, (a) primarily for grantor's personal family, (b) for an organization, or (c) for grantor's personal representative, successors and assigns. The act of grantor, whether or not named as a beneficiary.

In concluding this trust deed, it is understood that the context so requires, the singular shall be taken to mean, assumed and implied to make the provision.

IN WITNESS WHEREOF, the grantor

IMPORTANT NOTICE: Note, by filing out, whether or not applicable. If warrant (a) is applicable and the bond on such bond is defined in the Uniform Land Act, the beneficiary MUST comply with the Act and Regulation by the State of Oregon, for this purpose use Shavens-Moss Form No. 5. If compliance with the Act is not required, disregard this

STATE OF OREGON
This instrument
By _____
This instrument

OFFICIAL COPY
REGISTRATION NUMBER:
NOTARY PUBLIC ORGANIZATION
COMMISSION NO. 311147
MY COMMISSION EXPIRES NOV 23, 1998
KATHY L. SMITH, NOTARY PUBLIC
STATE OF OREGON
REGISTRATION NO. 0011400

STATE OF OREGON: COUNTY OF KLAUMUTH
I, Linda Smith, Notary Public,
do solemnly swear, that I have read
the foregoing instrument, and that it is my
intention to administer the same in accordance
with the laws of the state of Oregon.

STATE OF OREGON: COUNTY OF KLAUMUTH
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