

99 4/20 2019

TRUST DEED

THIS TRUST DEED made this 13th day of April 2019
 between Thomas B. Mecham, an estate in fee simple,
 Aspen Title and Escrow,
 Associates Financial Services Company of Oregon, Inc.

as Beneficiary

WITNESSETH

Grantor doth hereby grant this bargain, sell and convey to trustee in trust, with power of sale, the property in Exhibit A, described as

County Oregon described as
 See Attached Exhibit "A"

Which real property, is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now appertaining, and the rents, issues and profits therefrom and the fixtures which are attached to or used in connection with said real estate.

For the purpose of securing (1) Payment of the indebtedness in this principal sum of \$ 80,90.82 and all other lawful interest thereon, by a cash agreement of even date herewith, made by grantor payable to the order of beneficiary, at all times in monthly payments, until the same is not paid when due and payable on 02/20/29, and any extensions thereof.

2. Performance of each agreement of grantor herein contained. 3. Payment of all sums expended or advanced by grantor during the term hereof, together with interest at the note rate mentioned.

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

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete same in a safe and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all taxes, assessments, rents and in any manner furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to it, and to make no commitment or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, and in general to use and to allow the reasonable and proper character of use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and keep the improvements, now existing or hereafter erected on the premises insured against loss by fire and other hazards and perils included within the scope of a standard extended coverage endorsement and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary, whose insurance policies and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptable to Beneficiary, and to give Beneficiary full power to settle and compromise all loss claims on all such policies, to demand, receive and collect the same before becoming payable thereunder, and at Beneficiary's option to apply same toward either the restoration or repair of the premises or to pay the same into the note. An application of such proceeds toward payment of the note shall not extend or postpone the due date of payment of the note as herein.

3. To pay all costs, fees and expenses of this trust, including the cost of the search as well as other costs and expenses in connection with enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.

4. To sue, defend any action or proceeding so far as to affect the security hereof, or the rights of Beneficiary hereunder, and to collect all costs and expenses, including costs of evidence of title and attorney's fees, in a reasonable sum as permitted by law, and to sue in the name of whom Beneficiary or trustee may appear.

5. To pay all taxes, fees and other charges of any kind, or assessments affecting the property, to pay when due, and to pay interest on the property, or any part thereof that at any time appear to be prior or superior thereto.

6. If Grantor fails to perform the covenants and agreements contained in this Trust Deed, including without limitation, to keep the property insured, and protect against fire or liens, Beneficiary may at its option, but shall not be required to disburse sufficient funds to meet the amount necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree otherwise, a sufficient amount shall be paid immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

It is mutually agreed that:

7. Any award of damages in connection with any compensation for public use or injury to said property or any part thereof, the amount of which shall be paid to Beneficiary, who may apply, or release such monies received by him in the same manner and with the same effect as if he had received a disposition of proceeds of fire or other insurance.

Delivered:

2147 Washburn Way, Klamath Falls, Or., Phone (541) 885-2941
 Address

14539

Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any notice or default or invalidate any act done pursuant to such notice.

default or notice or default or invalidate any act done pursuant to such notice, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary shall cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the amount secured thereon and to proceed to foreclose this trust deed in a manner provided by law.

After default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the trustee all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.

Grantor shall pay beneficiary for an easement at the fees incurred by beneficiary, consequential expenses, attorney's fees and costs, and reasonable compensation for services rendered.

10. The trustee shall sell the property at auction or by private sale, as soon as practicable after the giving of notice of sale, to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed, witness and seal, conveying the property to the purchaser, subject to all covenants, conditions, easements, rights, restrictions, charges, liens and encumbrances, if any, existing on the property at the time of sale.

When the trustee sells pursuant to the powers provided trustee shall apply the proceeds of sale to payment of: 1. the expenses of sale, including the costs of advertising, the trustee's and the reasonable fees of the trustee's attorney, 2. the obligations secured by this trust deed, 3. to a debt due to the trustee, and 4. to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and 5. to the interest of the beneficiary or his successor in interest entitled to such sums.

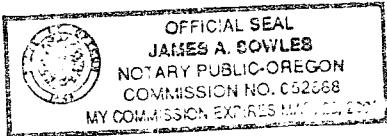
The above is true and is confirmed upon my Juste Melle named as per
the original instrument and agrees to and with the beneficiary and those claiming under him that he always seized to fee simple of said
real property given this and agrees to and with the beneficiary and those claiming under him that he always seized to fee simple of said
real property given this and has valid unencumbered title thereto and that he will warrant and forever defend the same against all persons
now living or hereafter born.

THE INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This Agreement shall bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "party" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary, and in construing this deed and whenever the context so requires, the masculine gender includes the feminine and the singular number includes the plural.

... the day and year first above written

Thomas B. Mecham



STATE OF OREGON

ss

Geography Klatath

Thomas B. Mecham

Personally appeared the above named THOMAS E. BROWN, voluntary act and deed
and the foregoing instrument to be his.

108

My commission expires May 28, 2010
Notary Public

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid

"SUSPECT"

the said trust, and the sole owner and holder of all intellectual property secured by the foregoing instruments. All rights reserved by said trust shall have been fully vested in me, the sole owner and holder of all intellectual property secured by said trust deed, which is hereto attached, and no reversionary interest or other interest in the same exists.

Please 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 can be made.

PARCEL 1:

Beginning on the North Line of County road 30° West 43.1 feet from the Northeast corner of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence North 500 feet; thence South 89 degrees 33' West 131.2 feet to the United States canal; thence Southeastly along said canal right of way to the intersection of said County Road; thence North 89 degrees 30' East 43.1 feet along said County road to the point of beginning, being in the NE 1/4 of said Section 25.

PARCEL 2:

Beginning at a point on the Northerly right of way line of the 647 foot and North 89 degrees 33' West a distance of 14.7 feet from the iron axle which marks the Southeasterly corner of the NE 1/4 of the NE 1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon and running thence, containing North 89 degrees 33' East a distance of 30.4 feet to an iron pin; thence North 89 degrees 33' West a distance of 506.6 feet to an iron pin; thence North 89 degrees 33' East a distance of 14.7 feet to an iron pin; thence in a Southeasterly direction a distance of 506.6 feet to a point on the Northerly right of way line of the County Road; thence South 89 degrees 33' West along the northerly right of way line of the County road a distance of 15.5 feet, more or less, to the point of beginning, in the NE 1/4 of the NE 1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. (Known as Section 25, Township 39 South, Range 9 East of the Willamette Tract E.)

EXCLUDING THEREFROM the Southerly 160 feet thereof (the North boundary thereof to be parallel to Bentley Road) as conveyed by instrument recorded January 17, 1975 in Book M-75 at Page 79, Microfilm Records of Klamath County, Oregon, TOGETHER WITH a perpetual non-exclusive easement for ingress and egress over that portion of the premises on which Klamath County school District # presently holds an easement as evidenced by instrument recorded January 5, 1975 in Book M-75 at Page 22, Microfilm Records of Klamath County, Oregon.

COPY FOR MAP 3909-25AQ TL 1500

STATE OF OREGON - COUNTY OF KLAAMATH ss

Filed for record at request of Aspen Title on the 20th
of April A.D. 1999 at 3:19 o'clock P.M. and duly recorded in Vol. M99
of Mortgages on Page 14538

Linda Smith, County Clerk

RECEIVED - RECORDS - 2 - 2000-2000

FEE \$20.00