

NS

Vol. 1999 Page 25246

## TRUST DEED

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/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_ Deputy.

Grantor's Name and Address

SPACE RESERVED  
FOR  
RECORDER'S USE

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601  
Attn: Collection Dept.

THIS TRUST DEED, made this 18TH day of JUNE, 1999, between  
THE ALAN DERBY LAND TRUST DATED APRIL 30, 1999

ASPEN TITLE & ESCROW, INC.

BRUCE E. BRINK AND HELEN G. WOLTER, WITH FULL RIGHTS OF SURVIVORSHIP

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as: SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A". Grantor herein has assumed the debt and obligation for payment of the prior liens shown herein and a default by buyer in any of these shall be deemed a default of this Trust Deed and the Note secured hereby"

THIS TRUST DEED IS BEING RECORDED JUNIOR AND SUBORDINATE TO PRIOR ENCUMBRANCES MARKED EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.

SEE PARTIAL RELEASE CLAUSE MARKED EXHIBIT "C" ATTACHED HERETO

together with all and singular 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 ONE MILLION THREE HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED TWENTY FOUR AND 10/100ths of (\$1,382,824.10) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable upon maturity of note.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note 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.

To protect the security of this trust deed, grantor 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 destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 \$insurable value written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered 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 fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees 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 or decree of the trial court, grantor further agrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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 636.505 to 636.585.

\*WARNING: 12 USC 1701j-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.

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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 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 beneficiary's request.

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 note for endorsement (in case of full reconveyances, for cancellation), without affecting the 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 easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (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 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, 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 possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed 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 consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the 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 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 fees 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 sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell 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 in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the 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, if 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 named herein or to any successor trustee appointed hereunder. Upon such appointment, and with it 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 county 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 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. 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 if 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 if 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 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 comply 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.

THE ALAN DERRY LAND TRUST DATED APRIL 30, 1999

BY: Matthew J. Nelson  
MATTHEW J. NELSON, TRUSTEE

STATE OF OREGON, County of Klamath ss.

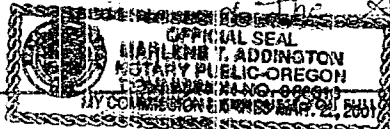
This instrument was acknowledged before me on June 21, 1999,

by Matthew J. Nelson

This instrument was acknowledged before me on June 21, 1999,

by Matthew J. Nelson

as Trustee



Notary Public for Oregon My commission expires 3-22-01

TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: June 21, 1999

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 will be made.

Beneficiary

EXHIBIT "A" - 1

PARCEL 1: Lot 32, OLD ORCHARD MANOR, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-34CB TL 7800

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PARCEL 2: Lot 626, Block 128, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DA TL 1600

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PARCEL 3: Lot 56 and the North 15 feet of Lot 57, OLD ORCHARD MANOR IN THE CITY OF KLANATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-34CB TL 8300

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PARCEL 4: A portion of Lot A, ENTERPRISE TRACT NO. 24, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the West line of Lot A of Subdivision of Enterprise Tract No. 24, Klamath County, Oregon, 675 feet South of the Northwest corner of said Lot A; thence South along the West line of said Lot A, 75 feet; thence East 299.5 feet; thence North 75 feet; thence West 299.5 feet to the place of beginning.

CODE 41 MAP 3909-38D TL 700

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PARCEL 5: An 80' by 100' rectangular parcel in the Northeast corner of Lot 18, Block 7, ALTAMONT ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Lot 18; thence 80 feet generally South along the Easterly boundary of said Lot 18; thence generally West 100 feet along a line 80 feet from and parallel to the Northerly boundary of said Lot 18; thence generally North 80 feet along a line 100 feet from and parallel to the Easterly boundary of said Lot 18; thence generally East 100 feet along the Northerly boundary of said Lot 18 to the point of beginning.

CODE 41 MAP 3909-10AC TL 3600

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PARCEL 6: The E 1/2 of Lot 9, Block 2, FIRST ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon.

CODE 41 MAP 3909-3CA TL 4500

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PARCEL 7: The Southerly 34 feet of the Easterly 88 feet of Lot 4, Block 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS,

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OREGON, and the Northerly 5 feet of the Easterly half of Lot 5, Block 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, AND ALSO a strip of land two (2) feet wide of the Southerly 34 feet of the Easterly end of the Westerly 90 feet of Lot 4, Block 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29DA TL 3700

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PARCEL 8: The E 1/2 of Lot 14, Block 2, BRYANT TRACTS NO. 2, in the County of Klamath, State of Oregon.

CODE 41 MAP 3809-34DD TL 4700

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## EXHIBIT "A" - 2

PARCEL 1: Lot 3, Block 202, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DC TL 3700

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PARCEL 2: A portion of Lots 25 and 26, Block 11, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeasterly corner of the said Lot 25; thence Northerly along the Easterly boundaries of the said Lots 25 and 26, 58.0 feet; thence Northwesterly along the Northeasterly boundary of the said Lot 26, 21.00 feet, more or less, to a point in a line parallel with and 29.00 feet distant at right angles Southeasterly from the Northwesterly boundaries of the said Lots 25 and 26; thence Southwesterly along said parallel line, 85.62 feet, more or less, to a point in the Southerly boundary of the said Lot 25; thence Easterly along the said Southerly boundary of Lot 25, 66.57 feet, more or less, to the point of beginning.

CODE 1 MAP 3809-33BA TL 11900

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PARCEL 3: Lot 8, Block 4, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29CD TL 3900

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PARCEL 4: Lot 379, Block 122, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AD TL 3400

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PARCEL 5: The North 40 feet of Lots 388 and 389, Block 113, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AC TL 8000

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PARCEL 6: Lot 371, Block 122, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AD TL 8200

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PARCEL 7: Lots 14 and 15, Block 25, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon,.

CODE 1 MAP 3809-33AB TL 5200

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PARCEL 8: The Northwesterly one half of lots Five and Six in Block Twenty two of INDUSTRIAL ADDITION to the City of Klamath Falls, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33BA TL 2100

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*WAW Law*



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EXHIBIT "A" - 3

PARCEL 1: The West 171 feet of Tract #2, INDEPENDENCE TRACTS,  
in the County of Klamath, State of Oregon.

CODE 41 MAP 3909-11AA TL 2700

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PARCEL 2: Lot B, Block 68, NICHOLS ADDITION TO THE CITY OF  
KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29DC TL 2600

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PARCEL 3: Lot 40, Block 125, MILLS ADDITION TO THE CITY OF  
KLAMATH FALLS, in the County of Klamath, State of Oregon

CODE 1 MAP 3809-33AD TL 5200

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PARCEL 4: Lot 458, Block 121, MILLS ADDITION TO THE CITY OF  
KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAO 3809-33AD TL 12400

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PARCEL 5: Lot 390, Block 113, MILLS ADDITION TO THE CITY OF  
KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AC TL 7900

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PARCEL 6: Lot 5, Block 4, BRYANT TRACTS NO. 2, in the County  
of Klamath, State of Oregon.

CODE 41 MAP 3809-34DD TL 600

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PARCEL 7: Lot 1, Block 9, PLEASANT VIEW TRACTS, in the County  
of Klamath, State of Oregon.

CODE 41 MAP 3909-2BB TL 4100

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## EXHIBIT "A" - 4

## PARCEL 1:

The Westerly 120 feet of Tract 1, INDEPENDENCE TRACTS, in the County of Klamath, State of Oregon. LESS AND EXCEPT the Easterly 4 feet of the Westerly 120 feet of Tract 1, INDEPENDENCE TRACTS.

CODE 41 MAP 3909-11AA TL 3100

## PARCEL 2:

The Westerly one-half of Lot 3, Block 30, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29DA TL 9000

## PARCEL 3:

Lot 1, Block 4, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3909-4AA TL 3700

## PARCEL 4:

Tract 20, INDEPENDENCE TRACTS, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM the East 100 feet thereof.

CODE 41 MAP 3909-11AA TL 1000

## PARCEL 5:

All of Lot 7 and the Southerly 50 feet of the West 2 feet of Lot 6, Block 22, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33BA TL 2400

## PARCEL 6:

All of Lots 24, 25 and the Southeast one-half of Lot 26, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. TOGETHER WITH an interest a certain community driveway and garage as shown in Book 104 at Page 190, Deed Records of Klamath County, Oregon.

CODE 1 MAP 3809-33AB TL 8000

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## PARCEL 7:

Beginning at the most Westerly corner of Lot 23, Block 21 of INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon; thence Northeasterly at right angles to Martin Street, 100 feet to Division Street; thence Southeasterly along the Southwesterly line of Division Street, 27 feet 2 inches; thence Southwesterly at right angles to Martin Street 50 feet; thence Southeasterly parallel with Martin Street, 10 feet 4 inches; thence Southwesterly at right angles to Martin Street, 50 feet to Martin Street; thence Northwesterly along the Northeasterly line of Martin Street, 37 1/2 feet to the place of beginning, being a part of Lots 22 and 23 of said block and addition, as shown on the duly recorded plat thereof on file in the office of the Clerk of Klamath County, Oregon.

CODE 1 MAP 3809-33AB TL 8100

## PARCEL 8:

The Northwesterly one-half of Lot 19 and all of Lot 20, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 8400

## PARCEL 9:

Lot 18 and the Southeasterly one-half of Lot 19, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, said property being a rectangular piece of land 37 1/2 feet wide and 100 feet long, facing 37 1/2 feet on both Martin and Division Streets, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 8500

## PARCEL 10:

All of Lot 42 and the most Northwesterly 12 1/2 feet of Lot 43, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 12800

## PARCEL 11:

Lot 12, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 9200

## PARCEL 12:

Lot 11, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 9300

## PARCEL 13:

Lot 50 and the Westerly one-half of Lot 51, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AB TL 12200

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## PARCEL 14:

All that portion of Lots 5 and 6, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the most Southerly corner of Lot 5 in said Block 21; thence Northwesterly along the Northeasterly line of Martin Street, a distance of 50 feet to the most Westerly corner of Lot 6 in said Block 21; thence Northeasterly along the line between Lots 6 and 7 in said Block a distance of 50 feet; thence Southeasterly parallel with Martin Street, a distance of 50 feet; thence Southwesterly along the line between Lots 5 and 4 in said Block a distance of 50 feet to the point of beginning.

CODE 1 MAP 3809-33AB TL 9800

## PARCEL 15:

The Northerly 40 feet of Lots 394 and 395, Block 113, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AC TL 7300

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DWW*



## EXHIBIT "A" - 5

## PARCEL 1:

The North 40 feet of Lots 454 and 455, Block 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AD TL 12000

## PARCEL 2:

The South 38 feet of Lots 624 and 625, Block 128, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DA TL 1500

## PARCEL 3:

Lot 9, Block 3, FIRST ADDITION TO KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29CD TL 15900

## PARCEL 4:

A Portion of Lot J, Block A, of the Supplemental Plat of Blocks 66 and 70, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the most Easterly corner of Lot J, Block A of the Supplemental Plat of Blocks 66 and 70, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence Southwesterly along the Southeasterly boundary of said Lot J, 43.0 feet; thence at right angles Northwesterly and parallel to the Southwesterly boundary of 10th Street, 30 feet; thence Northeasterly 8.94 feet to a point which is 35.0 feet distant Southwesterly from said Southwesterly boundary of 10th Street and 16.0 feet Southeasterly from the Northwesterly boundary of Lot J; thence Northwesterly and parallel to the Southwesterly boundary of 10th Street 11.0 feet; thence Northeasterly and parallel with the Northwesterly boundary of said Lot J, 35 feet to a point in the said Southwesterly boundary of 10th Street; thence Southeasterly along said Southwesterly boundary of 10th Street, 45.0 feet to the point of beginning.

CODE 1 MAP 3809-29DC TL 9700

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Law*



## PARCEL 5:

Part of Block 7, CANAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Southeast line of Oak Street, which point is the most Northerly corner of Lot 4; thence Southeast along the lot line common to Lots 3 and 4, 60 feet; thence Southwest along a line parallel to and 60 feet distant Southeast from Oak Street, to the intersection of said line with Northeast line of 9th Street; thence Northwesterly along the Northeasterly line of 9th Street to the most Westerly corner of Lot 5; thence Northeast along the Southeast line of Oak Street, 70.93 feet to the point of beginning.

CODE 1 MAP 3809-32AA TL 3400

## PARCEL 6:

Lot 15, Block 11, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33BA TL 12500

## PARCEL 7:

A parcel of land in the SW 1/4 of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point where the Southerly right of way line of Climax Avenue intersects the Easterly right of way line of Ogden Street; thence East along said Southerly right of way line of Climax Avenue a distance of 129.43 feet to an iron pin; thence South 0 degrees 28' East 72.91 feet to an iron pin; thence South 89 degrees 10' West 129.42 feet to an iron pin; thence North along the Easterly right of way line of Ogden Street 73.43 feet to the point of beginning, said parcel being Parcel A of Minor Land Partition No. 80-105.

CODE 43 MAP 3909-1BC TL 2700

## PARCEL 8:

Lot 358, Block 123, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AD TL 7100

## PARCEL 9:

Lot 365, Block 122, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AD TL 7600

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## EXHIBIT "A" - 6

## PARCEL 1:

The North 44 feet of Lots 23, 24 and 25, Block 3, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33CA TL 2900

## PARCEL 2:

Lots 1 and 2, Block 2, MILLS GARDENS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM the South 70 feet of Lots 1 and 2 (as measured along the West line of Lot 2) Block 2, MILLS GARDENS ADDITION (the North line to be parallel and 70 feet from when measured at right angles to the South line of Lots 1 and 2).

TOGETHER WITH that portion of vacated Pear Street described as follows:

Beginning at the Northwest corner of Lot 2, Block 2, MILLS GARDENS; thence North on the West line of Lot 2 extended a distance of 20 feet; thence North 89 degrees 45' East a distance of 53.5 feet; thence South 21 degrees 40' East a distance of 21.48 feet; thence South 89 degrees 45' West on the South line of said Pear Street, a distance of 61.4 feet to the point of beginning.

CODE 203 MAP 3809-34BC TL 2200

## PARCEL 3:

The W 1/2 of Lot 3, Block 64, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29BA TL 6300

## PARCEL 4:

Lot 5, Block 208, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DC TL 11500

## PARCEL 5:

The Southeasterly rectangular one-half of Lots 6, 7, 8 and 9 in Block 2, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-32AD TL 500

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PARCEL 6:

The Westerly one-half of Lot 598, Block 103, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AC TL 13500

PARCEL 7:

Lot 502, Block 109, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33AC TL 10600

PARCEL 8:

Lot 15, Block 55, SECOND HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-28CC TL 4600

PARCEL 9:

Lot 3, Block 303, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DA TL 12100

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DWW*

EXHIBIT "A" - 7

Lots 1, 2, 3, 4 and the Easterly half of Lot 5, Block 1, MILLS  
GARDENS, in the County of Klamath, State of Oregon. TOGETHER  
WITH the half vacated portion of Pear Street adjacent to Lot 1.

CODE 203 MAP 3809-34BC TL 800

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## EXHIBIT "B" - 1

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Jack F. Simington and Erlene G. Simington, husband and wife with full rights of survivorship  
 Dated: April 10, 1996  
 Recorded: April 19, 1996  
 Book: M-96  
 Page: 10932  
 Fee No.: 16674  
 Amount: \$43,000.00

Conditional Assignment of Rents, including the terms and provisions thereof:

From: Bruce E. Brink  
 To: Jack F. Simington and Erlene G. Simington, husband and wife with full rights of survivorship  
 Dated: April 10, 1996  
 Recorded: April 19, 1996  
 Book: M-96  
 Page: 10935  
 Fee No.: 16675  
 Given as additional security for the Trust Deed shown above.

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Vernon G. Ludwig and Ofelia Ludwig, husband and wife with full rights of survivorship  
 Dated: March 4, 1997  
 Recorded: March 7, 1997  
 Book: M-97  
 Page: 6823  
 Fee No.: 34024  
 Amount: \$28,000.00

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 8, 1997  
 Recorded: May 30, 1997  
 Book: M-97  
 Page: 16473  
 Fee No.: 38416  
 Amount: \$42,700.00  
 Loan No.: X082

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: May 29, 1997  
 Recorded: November 5, 1998  
 Book: M-98  
 Page: 40582  
 Recorder's Fee No.: 69209  
 To: The Bank of New York Trustee under the Pooling and Servicing Agreement Series 1997A at 101 Barclay Street, New York, NY 10286 Corp. Trust - MBS

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Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Eelen G. Wolter  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: February 22, 1993

Recorded: February 22, 1993  
 Book: M-93  
 Page: 3686  
 Fee No.: 57785  
 Amount: \$27,625.00  
 Loan No.: 090-21-00290

Subordination Agreement, including the terms and provisions thereof:

Recorded: February 22, 1994  
 Book: M-94  
 Page: 5594  
 Fee No.: 76482

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Helen G. Wolter  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: November 3, 1987  
 Recorded: November 3, 1987  
 Book: M-87  
 Page: 19961  
 Amount: \$24,000.00

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce Edward Brink aka Bruce E. Brink, a married person  
 Trustee: Wells Fargo Bank (Arizona), N. A.  
 Beneficiary: Wells Fargo Bank, N.A.  
 Dated: April 24, 1997  
 Recorded: April 25, 1997  
 Book: M-97  
 Page: 12726  
 Fee No.: 36719  
 Amount: \$33,500.00  
 (Line of Credit)

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 28, 1997  
 Book: M-97  
 Page: 16235  
 Fee No.: 38306  
 Amount: \$41,050.00  
 Loan No.: X106

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: May 27, 1997  
 Recorded: November 5, 1998  
 Book: M-98  
 Page: 40581  
 Recorder's Fee No.: 69208  
 To: The Bank of New York Trustee under the Pooling and Servicing Agreement Series 1997A at 101 Barclay Street, New York, NY

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Daw*



## EXHIBIT "B" - 2

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Helen Wolter  
 Trustee: William G. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: September 30, 1988  
 Recorded: October 7, 1988  
 Book: M-88  
 Page: 16911  
 Fee No.: 92428  
 Amount: \$21,350.00  
 Loan No.: 09-13648

Conditional Assignment of Rentals, including the terms and provisions thereof:

From: Leela Benjamin and Helen Wolter  
 To: Klamath First Federal Savings and Loan Association, a Federal Corporation  
 Dated: September 30, 1988  
 Recorded: October 7, 1988  
 Book: M-88  
 Page: 16917  
 Fee No.: 92429  
 Given as additional security for the Trust Deed shown above.

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 28, 1997  
 Book: M-97  
 Page: 16227  
 Fee No.: 38305  
 Amount: \$41,750.00  
 Loan No.: X108

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: May 27, 1997  
 Recorded: November 5, 1998  
 Book: M-98  
 Page: 40580  
 Recorder's Fee No.: 69207  
 To: The Bank of New York, Trustee under the Pooling and Servicing Agreement Series 1997A at 101 Barclay Street, New York, NY 10286 Corp. Trust - MBS

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 28, 1997  
 Book: M-97  
 Page: 16227  
 Fee No.: 38305  
 Amount: \$41,750.00  
 Loan No.: X108

*WAW  
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*BEIB* The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: May 27, 1997  
 Recorded: November 5, 1998  
 Book: M-98  
 Page: 40580

To :The Bank of New York, Trustee under the  
Pooling and Servicing Agreement Series  
1997A at 101 Barclay Street, New York, NY  
10286 Corp. Trust - MBS

Trust Deed, including the terms and provisions thereof to  
secure the amount noted below and other amounts secured  
thereunder, if any:

Grantor: Bruce E. Brink  
Trustee: Aspen Title & Escrow, Inc.  
Beneficiary: Jack F. Simington and Erlene G. Simington, husband  
and wife with full rights of survivorship  
Dated: April 10, 1996  
Recorded: April 19, 1996  
Book: M-96  
Page: 10932  
Fee No.: 16674  
Amount: \$43,000.00  
(Covers additional property)

Assignment of Leases and Rents, including the terms and  
provisions thereof:

From: Bruce E. Brink  
To: Jack F. Simington and Erlene G. Simington, husband  
and wife with full rights of survivorship  
Dated: April 10, 1996  
Recorded: April 19, 1996  
Book: M-96  
Page: 10935  
Fee No.: 16675  
Given as additional security for the Trust Deed shown above.

Trust Deed, including the terms and provisions thereof to  
secure the amount noted below and other amounts secured  
thereunder, if any:

Grantor: Bruce E. Brink, a married man  
Trustee: Aspen Title and Escrow  
Beneficiary: Mortgage Market Inc., a Oregon Corporation  
Dated: May 12, 1997  
Recorded: May 30, 1997  
Book: M-97  
Page: 16492  
Fee No.: 38417  
Amount: \$34,100.00  
Loan No.: X083

The beneficial interest thereunder was assigned:

To: The Bank of New York Trustee under the Pooling  
and Servicing Agreement Series 1997-G at 101  
Barclay Street New York, NY 10286 Corp. Trust-MBS  
Recorded: March 9, 1998  
Book: M-98  
Page: 7563  
Fee No.: 54335

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Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen G. Wolter, not as tenants in common, but with rights of survivorship  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Vernon C. Ludwig and Ofelia Ludwig, husband and wife, with full rights of survivorship  
 Dated: January 5, 1996  
 Recorded: January 9, 1996  
 Book: M-96  
 Page: 694  
 Fee No.: 11665  
 Amount: \$50,000.00  
 (Covers additional property)

Said instrument was re-recorded

Date: February 12, 1996  
 Book: M-96  
 Page: 2973  
 Fee No.: 13245

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Helen Wolter  
 Trustee: William L. Sisenore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: December 7, 1988  
 Recorded: December 22, 1988  
 Book: M-88  
 Page: 21852  
 Fee No.: 95240  
 Amount: \$117,625.00  
 Loan No.: 09-13684

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## EXHIBIT "B" - 3

Contract, including the terms and provisions thereof:

Vendor: Grace L. Turnage and Guy P. Turnage, with  
right of survivorship  
Vendee: Charles J. and Beverly E. DiPietro, husband  
and wife  
Dated: January 18, 1979  
Recorded: January 22, 1979  
Book: M-79  
Page: 1785

## Assignment of Contract and Deed:

To: Charles J. DiPietro and Beverly E. DiPietro,  
as tenants in common  
Recorded: March 3, 1981  
Book: M-81  
Page: 3702  
Fee No.: 96585

## Said instrument was re-recorded:

Date: March 20, 1981  
Book: M-81  
Page: 5049  
Fee No.: 97396

## Assignment of Contract and Deed:

To: Terry L. Delay and Valencia A. Hiebert,  
husband and wife  
Recorded: August 12, 1982  
Book: M-82  
Page: 10462  
Fee No.: 14540

## Assignment of Contract:

To: Thomas J. Burns and Sharon R. Burns,  
husband and wife  
Recorded: December 29, 1983  
Book: M-88  
Page: 22149  
Fee No.: 95412

## The vendee's interest thereunder was assigned:

To: Bruce E. Brink and Helen Wolter, not as tenants  
in common, but with full rights of survivorship  
Recorded: April 26, 1993  
Book: M-93  
Page: 2815  
Fee No.: 60501

Trust Deed, including the terms and provisions thereof to  
secure the amount noted below and other amounts secured  
thereunder, if any:

Grantor: Bruce E. Brink, a married man  
Trustee: Aspen Title & Escrow  
Beneficiary: Mortgage Market Inc., a Oregon Corporation  
Dated: May 12, 1997  
Recorded: May 28, 1997  
Book: M-97  
Page: 16219  
Fee No.: 38304  
Amount: \$30,250.00  
Loan No.: X067

## The beneficial interest thereunder was assigned:

To: The Bank of New York Trustee under the  
Pooling and Servicing Agreement Series  
1997-G at 101 Barclay Street New York,  
NY 10286 Corp. Trust -MBS

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Recorded: February 23, 1998  
 Book: M-98  
 Page: 5703  
 Fee No.: 53522

Trust Deed, including the terms and provisions thereof to

secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink & Leela Benjamin, and Helen G. Wolter and Kevin R. Brink  
 Trustee: William L. Sisenore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: April 15, 1991  
 Recorded: April 23, 1991  
 Book: M-91  
 Page: 7255  
 Fee No.: 28425  
 Amount: \$23,375.00  
 Loan No.: 090-21-00277

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Marvin L. Long and Ilene E. Long, husband and wife  
 Trustee: Mountain Title Company  
 Beneficiary: Ford Consumer Finance Company, Inc.  
 Dated: October 3, 1994  
 Recorded: November 2, 1994  
 Book: M-94  
 Page: 33950  
 Fee No.: 90514  
 Amount: \$88,655.13

Trust Deed, including the terms and provisions thereof,

Amount: \$30,600.00  
 Dated: June 3, 1999  
 Recorded: June 15, 1999  
 Book: M-99  
 Page: 23556  
 Grantor: Bruce E. Brink  
 Trustee: Aspen Title & Escrow Inc.  
 Beneficiary: ElCorado Bank dba Commerce Security Bank, its successors and/or assigns  
 Loan No.: 0007105513

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## EXHIBIT "B" - 4

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 30, 1997  
 Book: M-97  
 Page: 16465  
 Fee No.: 38415  
 Amount: \$44,100.00  
 Loan No.: X111

Trust Deed, including the terms and provisions thereof,

Amount: \$13,000.00  
 Dated: July 28, 1998  
 Recorded: August 6, 1998  
 Book: M-98  
 Page: 28935  
 Recorder's Fee No.: 64070  
 Grantor: Bruce E. Brink and Helen G. Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Vernon G. Ludwig and Ofelia Ludwig, with full rights of survivorship

Trust Deed, including the terms and provisions thereof,

Amount: \$16,200.00  
 Dated: August 17, 1982  
 Recorded: August 17, 1982  
 Book: M-82  
 Page: 10695  
 Grantor: Michele S. Irving and Michael T. Shepherd, not as tenants in common, but with the right of survivorship  
 Trustee: Transamerica Title Insurance Company  
 Beneficiary: William C. Paugstat and Marjorie R. Paugstat, husband and wife, with the right of survivorship

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: July 12, 1990  
 Recorded: July 27, 1990  
 Book: M-90  
 Page: 15048  
 Recorder's Fee No.: 18177  
 To: William C. Paugstat and Marjorie R. Paugstat, Trustees, or their successors in Trust, under the Paugstat Loving Trust dated July 12, 1990 and any amendments thereto

Trust Deed, including the terms and provisions thereof,

Amount: \$33,000.00  
 Dated: June 3, 1999  
 Recorded: June 10, 1999  
 Book: M-99  
 Page: 23022  
 Grantor: Bruce E. Brink  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Eldorado Bank dba Commerce Security Bank, its successors and/or assigns  
 Loan No.: 0007164383

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Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Charlene A. Skellham and Robert W. Skellham, as

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tenants by the entirety  
 Trustee: Mountain Title Company  
 Beneficiary: Western Bank  
 Dated: November 22, 1993  
 Recorded: November 26, 1993  
 Book: M-93

Page: 31313  
 Fee No.: 71880  
 Amount: \$12,500.00

All Inclusive Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen G. Wolter, with rights of survivorship  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Charlene A. Skellham  
 Dated: February 7, 1997  
 Recorded: February 28, 1997  
 Book: M-97  
 Page: 6112  
 Fee No.: 33660  
 Amount: \$22,000.00

Said instrument was re-recorded:

Date: July 18, 1997  
 Book: M-97  
 Page: 22765  
 Fee No.: 41293

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen G. Wolter, not as tenants in common, but with rights of survivorship  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Vernon G. Ludwig and Ofelia Ludwig, husband and wife with full rights of survivorship  
 Dated: January 5, 1996  
 Recorded: January 9, 1996  
 Book: M-96  
 Page: 694  
 Fee No.: 11665  
 Amount: \$50,000.00

Said instrument was re-recorded:

Date: February 12, 1996  
 Book: M-96  
 Page: 3973  
 Fee No.: 13245

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen G. Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Troy E. Niemeyer and Delores L. Niemeyer, or the survivor  
 Dated: April 11, 1997  
 Recorded: April 15, 1997  
 Book: M-97  
 Page: 11263  
 Fee No.: 36065  
 Amount: \$19,000.00

Trust Deed, including the terms and provisions thereof,

Amount: \$11,000.00  
 Dated: March 24, 1999  
 Recorded: March 24, 1999  
 Book: M-99  
 Page: 10391  
 Recorder's Fee No.: 76854

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Grantor : Bruce E. Brink and Helen Wolter  
 Trustee : Aspen Title & Escrow, Inc., an Oregon Corporation  
 Beneficiary : Wade Lunde and Juli DeMorsella, or the survivor

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured

thereunder, if any:

Grantor: Helen Wolter and Bruce E. Brink, mother and son  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Marion Ross Curtis and Elizabeth Curtis and Iren Gerendy, trustees of The Iren Gerendy Trust  
 Dated: January 25, 1994  
 Recorded: January 28, 1994  
 Book: M-94  
 Page: 3091  
 Fee No.: 75196  
 Amount: \$19,000.00

The beneficial interest thereunder was assigned:

To: Marion Ross Curtis or Elizabeth Curtis, Trustees of the Curtis Family Trust dated June 6, 1988  
 Recorded: September 16, 1997  
 Book: M-97  
 Page: 30371  
 Fee No.: 45333

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 28, 1997  
 Book: M-97  
 Page: 16243  
 Fee No.: 38307  
 Amount: \$22,000.00  
 Loan No.: X111

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated : May 27, 1997  
 Recorded : November 5, 1998  
 Book : M-98  
 Page : 40579  
 Recorder's Fee No. : 69206  
 To : The Bank of New York Trustee under the Pooling and Servicing Agreement Series 1997A at 101 Barclay Street, New York, NY 10286 Corp. Trust - MBS

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink, a married man  
 Trustee: Aspen Title and Escrow  
 Beneficiary: Mortgage Market Inc., a Oregon Corporation  
 Dated: May 14, 1997  
 Recorded: May 28, 1997  
 Book: M-97  
 Page: 16251  
 Fee No.: 38308  
 Amount: \$27,700.00  
 Loan No.: X107

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Leela Benjamin, husband and wife  
 Trustee: William L. Sisemore

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Beneficiary: Klamath First Federal Savings and Loan Association  
Dated: December 21, 1989  
Recorded: December 22, 1989  
Book: M-89  
Page: 24706  
Fee No.: 9368  
Amount: \$22,500.00  
Loan No.: 090-21-00266

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## EXHIBIT "B" - 5

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Richard A. Christensen and Martha F. Christensen, husband and wife  
 Trustee: William Ganong, Jr.  
 Beneficiary: First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation  
 Dated: September 10, 1976  
 Recorded: September 15, 1976  
 Book: M-76  
 Page: 14471  
 Fee No.: 19025  
 Amount: \$21,600.00  
 Loan No.: 01-10380

Resignation of Trustee under the the above Trust Deed by instrument:

Trustee: William Ganong, Jr.  
 Recorded: June 15, 1977  
 Book: M-77  
 Page: 10503

Appointment of Successor Trustee under the above Trust Deed by instrument:

Successor: William L. Sisemore  
 Recorded: June 15, 1977  
 Book: M-77  
 Page: 10504

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen Wolter, son and mother  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Eugene Bailie and Margaret Bailie, Trustees, or their successors in Trust, under the Bailie Loving Trust dated February 21, 1990.  
 Dated: August 23, 1994  
 Recorded: August 25, 1994  
 Book: M-94  
 Page: 26649  
 Fee No.: 86871  
 Amount: \$26,000.00

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Helen Wolter  
 Trustee: William Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: October 6, 1989  
 Recorded: October 6, 1989  
 Book: M-89  
 Page: 18985  
 Fee No.: 6135  
 Amount: \$6,000.00  
 Loan No.: 090-39-01425

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Rodney B. Allred and Barbara A. Allred, husband and wife  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation  
 Dated: August 3, 1977  
 Recorded: August 3, 1977  
 Book: M-77

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## EXHIBIT "B" - 6

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Helen C. Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: James A. Decker and Josie R. Decker, husband and wife  
 Dated: October 21, 1992  
 Recorded: October 23, 1992  
 Book: M-92  
 Page: 24903  
 Fee No.: 52764  
 Amount: \$18,000.00

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Arthur J. Rice and Ruth A. Rice, husband and wife  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: November 15, 1988  
 Recorded: November 15, 1988  
 Book: M-88  
 Page: 19308  
 Fee No.: 93892  
 Amount: \$23,600.00  
 Loan No.: 04-42529

Said instrument was re-recorded:

Date: January 6, 1989  
 Book: M-89  
 Page: 298  
 Fee No.: 95712

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Helen Wolter and Bruce E. Brink, mother and son  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Ruth A. Rice  
 Dated: December 6, 1994  
 Recorded: December 8, 1994  
 Book: M-94  
 Page: 37369  
 Fee No.: 92244  
 Amount: \$218,000.00

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Kevin R. Brink, Helen Wolter and Bruce E. Brink  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Floyd E. Akins and Cleora E. Akins, husband and wife  
                     with full rights of survivorship  
 Dated: December 30, 1992  
 Recorded: January 29, 1993  
 Book: M-93  
 Page: 2120  
 Fee No.: 56953  
 Amount: \$20,000.00

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The beneficial interest thereunder was assigned:

To: Cleora B. Akins  
 Recorded: June 6, 1995  
 Book: M-96  
 Page: 16644  
 Fee No.: 19352

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Helen G. Wolter  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: June 28, 1988  
 Recorded: June 30, 1988  
 Book: M-88  
 Page: 10201  
 Fee No.: 88750  
 Amount: \$15,750.00  
 Loan No.: 11-00230

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Bruce E. Brink  
 Trustee: Aspen Title & Escrow, Inc., an Oregon Corporation  
 Beneficiary: Town & Country Mortgage, Inc., an Oregon Corporation  
 Dated: December 21, 1989  
 Recorded: January 5, 1990  
 Book: M-90  
 Page: 325  
 Fee No.: 9854  
 Amount: \$25,000.00  
 Loan No.: 431-2365624 221d2

The beneficial interest thereunder was assigned:

To: Liberty Mortgage Company, Inc., its Successors  
 and/or assigns as their interests may appear  
 Recorded: January 5, 1990  
 Book: M-90  
 Page: 330  
 Fee No.: 9855

The beneficial interest thereunder was assigned:

To: Simmons First National Bank of Pine Bluff  
 Recorded: April 9, 1990  
 Book: M-90  
 Page: 6432  
 Fee No.: 13286

The beneficial interest was assigned by instrument, including the terms and provisions thereof,

Dated: August 26, 1998  
 Recorded: November 6, 1998  
 Book: M-98  
 Page: 40776  
 Recorder's Fee No.: 69291  
 To: Regions Mortgage, Inc. (formerly known as  
 First Commercial Mortgage Company), an  
 Alabama corporation

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Helen G. Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: James A. Decker and Josie R. Decker, husband and wife  
 Dated: October 21, 1992  
 Recorded: October 23, 1992  
 Book: M-92  
 Page: 24909  
 Fee No.: 52768  
 Amount: \$33,300.00

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Page: 13966  
 Fee No.: 33489

Amount: \$9,200.00  
 Loan No.: 01-10822

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Bruce E. Brink and Helen Wolter, son and mother with full rights of survivorship  
 Trustee: Aspen Title and Escrow, Inc.  
 Beneficiary: Vernon G. Ludwig and Ofelia Ludwig, husband and wife with full rights of survivorship  
 Dated: May 6, 1996  
 Recorded: May 10, 1996  
 Book: M-96  
 Page: 13448  
 Fee No.: 17769  
 Amount: \$13,000.00

Conditional Assignment of Rentals, including the terms and provisions thereof:

From: Bruce E. Brink and Helen Wolter, son and mother  
 To: Vernon G. Ludwig and Ofelia Ludwig, husband and wife  
 Dated: May 6, 1996  
 Recorded: May 10, 1996  
 Book: M-96  
 Page: 13450  
 Fee No.: 17770  
 Given as additional security for the Trust Deed shown above.

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Leela Benjamin and Bruce E. Brink  
 Trustee: William L. Sisemore  
 Beneficiary: Klamath First Federal Savings and Loan Association  
 Dated: June 28, 1989  
 Recorded: June 29, 1989  
 Book: M-89  
 Page: 11793  
 Fee No.: 2112  
 Amount: \$10,100.00  
 Loan No.: 090-09-13800

Trust Deed, including the terms and provisions thereof,

Amount: \$15,000.00  
 Dated: July 28, 1998  
 Recorded: August 6, 1998  
 Book: M-98  
 Page: 28937  
 Recorder's Fee No.: 64071  
 Grantor: Bruce E. Brink and Helen Wolter  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Vernon G. Ludwig and Ofelia Ludwig, husband and wife

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## EXHIBIT "B" - 7

Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor: Arthus J. Rice and Ruth A. Rice, husband and wife, and Millar Trust, an Oregon Business Trust doing business as Pear Street Apartments  
 Mortgagee: M & M Ventures, Oreg., Ltd., an Oregon Limited Partnership  
 Dated: December 23, 1986  
 Recorded: December 31, 1986  
 Book: M-86  
 Page: 24327  
 Amount: \$95,329.30

The beneficial interest thereunder was assigned:

To: Ernest L. Mathes & Karen P. Mathes, as to 2/7 interest and Grant E. March as to 5/7 interest  
 Recorded: May 13, 1988  
 Book: M-88  
 Page: 7564  
 Fee No.: 87303

The beneficial interest thereunder was assigned:

To: Grant March Revocable Trust dated December 11, 1991 as to 5/7 interest  
 Recorded: January 7, 1992  
 Book: M-92  
 Page: 359

Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Helen Wolter and Bruce E. Brink, mother and son  
 Trustee: Aspen Title & Escrow, Inc.  
 Beneficiary: Ruth A. Rice  
 Dated: December 6, 1994  
 Recorded: December 8, 1994  
 Book: M-94  
 Page: 37369  
 Fee No.: 92244  
 Amount: \$218,000.00

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## EXHIBIT "C"

PARTIAL RELEASE CLAUSE TO BE ATTACHED TO TRUST DEED  
TO BE ATTACHED TO AND MADE A PART OF THIS TRUST DEED AS THOUGH  
FULLY SET FORTH THEREIN.

THE BENEFICIARY WILL CAUSE TO BE ISSUED FROM THE LIEN OR  
CHARGE HEREOF, A PARTIAL RECONVEYANCE OF ANY LOT OR LOTS OR  
PARCELS OF PROPERTY LEGALLY DESCRIBED HEREIN UPON PAYMENT OF A  
SUM MUTUALLY AGREED UPON (AT THE TIME OF THE REQUEST FOR THE  
PARTIAL RECONVEYANCE) BETWEEN BENEFICIARY AND GRANTOR HEREIN FOR  
EACH LOT OR LOTS OR PARCELS OF PROPERTY SO RE-CONVEYED;  
PROVIDED, HOWEVER, THE NOTE SECURED BY THIS TRUST DEED IS PAID  
CURRENT AND NOT IN DEFAULT. ALL COSTS FOR SUCH PARTIAL  
RECONVEYANCE SHALL BE THE RESPONSIBILITY OF THE GRANTOR HEREIN.

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State of Oregon, County of Klamath  
Recorded 6/25/99, at 3:25 p. m.  
In Vol. M99 Page 25246  
Linda Smith,  
County Clerk Fee \$ 160 - RR

BEB