ASPEN 991363

TRUST DEED

Vol. M99 Page 47589

	ITLE AND ESCROW				an Tructon and
					, as Trustee, and
	ASSOCIATES FINANCI	AL SERVICES CO	MPANY OF OREG	ON, INC.	
as Beneficiary.		WINCOLT			
Grantor irrevocably grants, bargai	ine calls and convoys to trustag	WITNESSETH:	ale the property in	KLAMATH	
ananio inevocably grains, bargar			ale, the property at _		
	County, Oregon, d	escribed as:			
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	and 12, Block 4, Black, State of Cregor		ounty		
the state of the s		y from the	****		
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which real property is not current appurtenances and all other righ attached to or used in connection	nts thereunto belonging or in an	or grazing purposes, tog ywise now appartaining	gether with all and sin , and the rents, issue:	gular the tenements, h s and profits thereof ar	ereditaments and nd all fodures now
	(1) Payment of the indebtedness			_ and all other lawful c	•
by a loan agreement of even dat				n monthly payments, v	vith the full debt, if
not paid earlier, due and payable		_; and any extensions	thereof,		
(2) performance of each agreem	ent of grantor berein contained				
the terms hereof, together with in	iterest at the note rate thereon.	l; (3) payment of all sun	ns expended or advar	nced by beneficiary un-	der or pursuant to
To protect the security of this t	trust deed, grantor agrees:				
To protect the security of this t 1. To keep said property in go and workman like manner any bu and materials furnished therefor, commit or permit waste thereof, character or use of said property	terest at the note rate thereon. trust deed, grantor agnees: cod condition and repair; not to a uilding which may be constructe to comply with all laws affecting not to commit, suffer or permit may be reasonably necessary;	remove or demolish any d, damaged or destroye g said property or requiri eany act upon said pro the specific enumeratior	building thereon; to did thereon and to paying any elterations or in perty in violation of less therein not excluding	ecmplete or restore pro when due all claims fo rriprovements to be ma w; and do all other ac g the general.	mptly and in good or labor performed de thereon; not to ds which from the
To protect the security of this to 1. To keep said property in and workman like manner any but and materials furnished therefor, commit or permit waste thereof, character or use of said property 2. To provide, maintain and ke other hazards and perils included in such amounts and for such perinsurance policies and renewals confers full power on Eleneficiat becoming payable thereunder, a note. Any application of such principles and such principles and principles and perils and peri	trust deed, grantor agrees: cod condition and repair; not to building which may be constructed to comply with all laws affecting that to commit, suffer or permit may be reasonably necessary; seep the improvements frow exist d within the scope of a standard priods as Beneficiary may require shall designate Beneficiary as the total designate Beneficiary as the total and, at Beneficiary's option, to agent.	remove or demolish any d, damaged or destroye is said property or requirition and the specific enumeration ting or hereinafter erecte extended coverage end on, and in an insurance contrage loss payee an il loss claims on all sucoply same toward either	building thereon; to condit thereon and to paying any alterations or iperty in violation of lass herein not excluding ad on the premises incorsement, and such o impany or insurance of shall be in a form act high policies; to demanthe restoration or rep	complete or restore pro when due all claims for mprovements to be ma w; and do all other ac g the general. sured against loss or d ther hazards as Benefi companies acceptable exceptable to Benefician d, receive, and receip a r of the premises or t	mpthy and in good or labor performed the thereon; not to ats which from the arriage by fire and citary may require, to 3eneficiary. All y. Grantor hereby tror all proceeds the payment of the
To protect the security of this to 1. To keep said property in gand workmantike manner any but and materials furnished therefor; commit or permit waste thereof; character or use of said property 2. To provide, maintain and ke other hazards and perils included in such amounts and for such perinsurance policies and renewals confers full power on Beneficial becoming payable thereunder, a note. Any application of such protein. 3. To pay all costs, fees and connection with or enforcing this 4. To appear in and defend a	trust deed, grantor agraes: cod condition and repair; not to a color comply with all laws affecting not to commit, suffer or permit may be reasonably necessary; eep the improvements now exist d within the scope of a chandard criods as Beneficiary may require shall designate Beneficiary as recovered and, at Beneficiary's option, to all coceeds toward payment of the expenses of this trust including obligation, and trustee's and attent and, action or proceeding purport	remove or demolish any d, damaged or destroye is aid property or requirities any act upon said prothe specific enumeration thing or hereinafter erect extended coverage end and in an insurance or mortgage loss payee an ill loss claims on all succeptly same toward either note shall not extend or the cost of title search orney's fees actually incling to affect the security	r building thereon; to deathereon and to paying any alterations or in perty in violation of least herein not excluding ad on the premises into the premises into the premise of the policies; to demand the restoration or reprostpone the due datas well as other costs urred as permitted by thereof or the rights of	complete or restore pro when due all claims for improvements to be ma w; and do all other ac g the general. Surred against loss or d ther hazards as Benefic companies acceptable of exceptable to Benefician d, receive, and receip a r of the premises or to the of monthly installme is and expenses of the law.	mpthy and in good or labor performed de thereon; not to ats which from the arnage by fire and clary may require, to 3eneficiary. All y. Grantor hereby t for all proceeds he payment of the ents due under the trustee incurred in or trustee; and to
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To protect the security of this to 1. To keep said property in gand workmanake manner any but and materials furnished therefor; commit or permit waste thereof; character or use of said property 2. To provide, maintain and ke other hazards and perils included in such amounts and for such perinsurance policies and renewals confers full power on Beneficiar becoming payable thereunder, a note. Any application of such princte. 3. To pay all costs, fees and connection with or enforcing this 4. To appear in and defend a pay all costs and expenses, included and liens with interest on the proper form the procure insurance, and protect a necessary to pay such taxes, preshall be an additional obligation of payable immediately by Grantor lesser of the rate stated in the necessary of the	trust deed, grantor agrees: cod condition and repair; not to a cold condition and repair; not to comply with all laws affecting not to commit, suffer or permit may be reasonably necessary; eep the improvements now exis d within the scope of a chandard critical substitution as Beneficiary may require shall designate Beneficiary as repair ry to settle and compromise al and, at Beneficiary's option, to a roceeds toward payment of the expenses of this trust including obligation, and trustee's and attempt action or proceeding purport cluding costs of evidence of title or trustee may appear. asys prior to delinquency all taxe perty or any part thereof that at a the covenants and agreement against prior liens, Beneficiary mooding purport of Beneficiary secured by this Ti upon notice from Beneficiary to tote or the highest rate permission	remove or demolish any d, damaged or destroyers and property or requiring any act upon said prothe specific enumeration or hereinafter erective extended coverage endorand and an insurance of mortgage loss payee and il loss claims on all succeptly same toward either note shall not extend or the cost of title search orney's fees actually including to affect the security and attorney's fees in a sor assessments affect any time appear to be protect extended in this Trus ay at its option, but shall wise to protect Beneficial or Grantor, and may be of grantor, and may be	r building thereon; to ded thereon and to paying any eliterations or in perty in violation of less herein not excluding ad on the premises into orsement, and such o tempany or insurance of destanding the policies; to demand the restoration or reprostpone the due deas well as other costs to the restoration or the rights of a reasonable sum as ting the property; to prior or superior hereto, st Deed, including, will not be required to, direy's interest. Any amar interest from the dear of the rest of the desired and Beneficiary again interest from the dear of less than the dear of the rest of the dear o	complete or restore proviven due all claims for improvements to be make; and do all other act of the provided against loss or differ hazards as Beneficampanies acceptable exceptable to Beneficiand, receive, and receipe at of the premises or the of monthly installment and expenses of the law, or powers of beneficiary is permitted by law, in a say when due all encumitation, coverations and thout limitation, coverations to the law, and the law of disbursed by Beneficiary is premitted by Beneficiary is permitted by Beneficiary is burse such sums and ount disbursed by Beneficiary is provided by Beneficiary is bursed by Beneficiary	mpthy and in good or labor performed de thereon; not to the standard performed de thereon; not to the standard performance of the standard per
To protect the security of this to and workmanake manner any bus and materials furnished therefor; commit or permit waste thereof; character or use of said property. 2. To provide, maintain and ke other hazards and perils included in such amounts and for such perinsurance policies and renewals confers full power on Beneficiar becoming payable thereunder, a note. Any application of such protet. 3. To pay all costs, fees and connection with or enforcing this. 4. To appear in and defend a pay all costs and expenses, included and liens with interest on the project. To pay at least ten (10) da and liens with interest on the project. If Grantor fails to perform procure insurance, and protect a necessary to pay such taxes, proshall be an additional obligation of payable immediately by Grantor leaser of the rate stated in the natiour any expense or take any action of the stated and at the manually agreed that:	trust deed, grantor agrees: cod condition and repair; not to a critical deed, grantor agrees: cod condition and repair; not to a critical deed, grantor agrees: cod condition and repair; not to a comply with all laws affecting cont to commit, suffer or permit may be reasonably necessary; eep the improvements now exist d within the scope of a chandard critical sa Beneficiary may require shall designate Beneficiary as received and at Beneficiary's option, to approach to the expenses of this trust including obligation, and trustee's and attempt action or proceeding purport cluding costs of evidence of title or trustee may appear. asys prior to delinquency all taxe perty or any part thereof that at a the covenants and agreement against prior liens, Beneficiary to order each insurance, or others of Beneficiary secured by this Ti rupon notice from Beneficiary to other or the highest rate permissification whatsoever.	remove or demolish any d, damaged or destroyers and property or requiring any act upon said prothe specific enumeration ting or hereinafter erect extended coverage endorage loss payee and in an insurance of mortgage loss payee and il loss claims on all succeptly same toward either note shall not extend or the cost of title search orney's fees actually included in the cost of title search orney's fees actually included in the security and attorney's fees in a sor assessments affect any time appear to be prosect Boneficiarust Deed. Unless Grantor, and may be old by applicable law. No	r building thereon; to ded thereon and to paying any electrations or in perty in violation of less herein not excluding ad on the premises into orsement, and such o tempany or insurance of shall be in a form as the policies; to demand the restoration or repropostore the due demanded as well as other costs thereof or the rights of a reasonable sum as ting the property; to prior or superior hereto, at Deed, including, will not be required to, did not be required to, did not and Beneficiary against the desorted in the desor	complete or restore proviven due all claims for improvements to be make; and do all other act of the restore and the restore and the restore and receipe ar of the premises or the of monthly installments and expenses of the stander of the premises of the stander of the stan	mpthy and in good or labor performed de thereon; not to the standard performed de thereon; not to the standard performed de thereon; not to Beneficiary. All y. Grantor hereby the for all proceeds the payment of the ints due under the trustee incurred in a ror trustee; and to any such action or the standard performed de the such actions eficiarly hereunded a emounts shall be Beneficiarly to the standard performed the semesticiarly to the semestici
To protect the security of this to 1. To keep said property in gand workmantike manner any but and materials furnished therefor; commit or permit waste thereof; character or use of said property 2. To provide, maintain and ke other hazards and perils included in such amounts and for such perinsurance policies and renewals confers full power on Beneficiar becoming payable thereunder, a note. Any application of such princte. 3. To pay all costs, fees and connection with or enforcing this 4. To appear in and defend a pay all costs and expenses, included and liens with interest on the project of the first proceeding in which beneficiary of 5. To pay at least ten (10) day and liens with interest on the project in the project of the rate stated in the mincur any expense or take any activities.	trust deed, grantor agrees: cod condition and repair; not to a griding which may be constructed to comply with all laws affecting to to comply with all laws affecting to to comply with all laws affecting to to commit, suffer or permit may be reasonably necessary; eep the improvements now existed within the scope of a chandard priods as Beneficiary may require shall designate Beneficiary as received to settle and compromise alond, at Beneficiary's option, to approach to the expenses of this trust including obligation, and trustee's and attempt and action or proceeding purport shall designate any action or proceeding purport shall continue to delinquency all taxe perty or any part thereof that at a the covenants and agreement against prior liens, Beneficiary action of Beneficiary secured by this Timpon notice from Beneficiary to tote or the highest rate permission whatsoever.	remove or demolish any d, damaged or destroyers and property or requiring any act upon said prothe specific enumeration or hereinafter erective extended coverage endorand and an insurance of mortgage loss payee and il loss claims on all succeptly same toward either note shall not extend or the cost of title search orney's fees actually including to affect the security and attorney's fees in a sor assessments affect any time appear to be prosented in this Trus ay at its option, but shall wise to protect Beneficial rust Deed. Unless Grantor, and may be tole by applicable law. No on for public use of or in	r building thereon; to ded thereon and to paying any eliterations or in perty in violation of less herein not excluding ed on the premises into orsement, and such o tempany or insurance of shall be in a form as the policies; to deman the restoration or reprostpone the due deas well as other costs to the reasonable sum as the policies of the rights of a reasonable sum as the property; to prior or superior hereto, at Deed, including, with a to be required to, directly interest. Any amount of the property of the policies of the rest of the description of the de	complete or restore proviven due all claims for improvements to be make; and do all other act githe general, surred against loss or dither hazards as Beneficampanies acceptable exceptable to Beneficiary directive, and receipe at of the premises or the of monthly installments and expenses of the law, in powers of beneficiary is permitted by law, in a say when due all encumitation, coverationally when due all encumitation that is the premise such sums and ount disbursed by Beneficiary is permitted by Beneficiary is paragraph shall required in the properties of the permitted by Beneficiary is paragraph shall required in the properties of the permitted by Beneficiary is	mpthy and in good or labor performed de thereon; not to ats which from the arnage by fire and clary may require, to 3eneficiary. All y. Grantor hereby t for all proceeds he payment of the arts due under the trustee incurred in a converse, charges ants to pay taxes, take such actions eficiary hereunder a amounts shall be Beneficiary at the uire Beneficiary to reby assigned and

ORIGINAL (1)
BOFROWER COPY (1)
RETENTION (1)

8. Upon a sylectruliny granter of it all grainy part of the property is sold or transferred by granter without beneficiary's consent, the beneficiary may at any time, without notize, 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

9. Upon default by grantor in payment of any indebledness secured or in his performance of any agreement, 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 or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

10. If 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 granter or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.

- 11. Upon any default by granter hereunder, granter shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon dema d.
- 12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. 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 lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest 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.
- 14. For any reason permitted by law, the 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered itle thereto and that he will warrant and forever defend the same against all persons

THIS INSTRUMENT DOES NOT GUARANTEE THA" 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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and covner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular

IN WITNESS WHEREOF, the grantor has hereunto set his hand end seal the day and year first above written. Witness Grantor STATE OF OREGON OFFICIAL SEAL RESE M. STROFMER) SS. COMMISSION NO. 063712 MY COMMISSION EXPIRES APR. 17, 2000 County of KLAMATH Personally appeared the above named __ IRVIN KIRK and acknowledged the foregoing it istrument to be voluntary act and deed. My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secures by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby icted to cancel all avidences of indebtedness secured by said trust deed (which are delivered to you herem;th together with said trust deed) and to reconvey, without warranty, to the parties

By:

esignated by the terms of seid trust dead the estate now held by you under the same. Mail reconveyance and documents to

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be dolivered to the trustee for carcellation before reconveyance will be made State of Oregon, County of Klamath Recorded 12/02/99, at :2:34 p.m. In Vol. M99 Page 475 89 Linda Smith,

County Clerk

(Lentler Corporation Nam a - Beneficiary)

00069B 04

(Name and Title)

DATED: