200 Mar - 6 NI 3: 25

TRUST DEED

1/al	MACO	_Page7094
A01 [_]	MICO	raye

THIS TRUST DEED, made this	3rd	day of March	2000
	E. WIETING and TIMOTHY E. WIETING, as tenants by the	-	, as Grantor
	itle and Escrow		
	rere did berow	1	as Trustee, and
	ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON,	INC.	
as Beneficiary,			
	WITNESSETH:	1 4.1-	
Grantor irrevocably grants, bar	gains, sells and conveys to trustee in trust, with power of sale, the property inK	lamath	
	County, Oregon, described as:		
	SEE ATTACHED EXHIBIT "A"		
	ently used for agricultural, timber or grazing purposes, together with all and singular the ights thereunto belonging or in anywise now appertaining, and the rents, issues and provides an		
		all other lawful chai	raes evidenced
• •	date herewith, made by grantor, payable to the order of beneficiary at all times, in mont		_
not paid earlier, due and payal	00/10/00		·
(2) performance of each agree	ement of grantor herein contained; (3) payment of all sums expended or advanced by interest at the note rate thereon.	/ beneficiary under	or pursuant to
To protect the security of th	is trust deed, grantor agrees:		
and workmanlike manner any and materials furnished therefo commit or permit waste there	good condition and repair; not to remove or demolish any building thereon; to complet building which may be constructed, damaged or destroyed thereon and to pay when or; to comply with all laws affecting said property or requiring any alterations or improve of; not to commit, suffer or permit any act upon said property in violation of law; and try may be reasonably necessary; the specific enumerations herein not excluding the ge	due all claims for la ements to be made do all other acts	abor performed thereon; not to
 To provide, maintain and other hazards and perils include in such amounts and for such insurance policies and renewa confers full power on Benefic becoming payable thereunder 	keep the improvements now existing or hereinafter erected on the premises insured a led within the scope of a standard extended coverage endorsement, and such other hat periods as Beneficiary may require, and in an insurance company or insurance companals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptabiciary to settle and compromise all loss claims on all such policies; to demand, rece; and, at Beneficiary's option, to apply same toward either the restoration or repair of the proceeds toward payment of the note shall not extend or postpone the due date of managements.	gainst loss or dam zards as Beneficia nies acceptable to E ole to Beneficiary. vive, and receipt for the premises or the	ry may require, Beneficiary. All Grantor hereby or all proceeds payment of the
To pay all costs, fees ar connection with or enforcing the 4. To appear in and defendent to the content of	nd expenses of this trust including the cost of title search as well as other costs and exist obligation, and trustee's and attorney's fees actually incurred as permitted by law. If any action or proceeding purporting to affect the security hereof or the rights or powel including costs of evidence of title and attorney's fees in a reasonable sum as permit	rs of beneficiary or	trustee; and to
proceeding in which beneficiar			
and liens with interest on the p	roperty or any part thereof that at any time appear to be prior or superior hereto.		
procure insurance, and protec necessary to pay such taxes, shall be an additional obligatio payable immediately by Grant	m the covenants and agreements contained in this Trust Deed, including, without lir tagainst prior liens, Beneficiary may at its option, but shall not be required to, disburse procure such insurance, or otherwise to protect Beneficiary's interest. Any amount dis n of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree other upon notice from Beneficiary to Grantor, and may bear interest from the date of dinote or the highest rate permissible by applicable law. Nothing contained in this para action whatsoever.	such sums and tal sbursed by Benefic nerwise, all such ar isbursement by Be	ke such actions ciary hereunder mounts shall be meficiary at the
	n connection with any condemnation for public use of or injury to said property or any pa to may apply or release such monies received by it in the same manner and with the s or other insurance.		
Deliver to	ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, 2047 Washburn Way Klamath Falls, OR 97603 (541)885-9991	INC.	
	(J41)00J-9991 (Address)		

ORIGINAL (1)

BORROWER COPY (1)

RETENTION (1)

00069A.05

- 8. 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 default or notice of default or invalidate any act done pursuant to such notice.
- 9. Upon default by grantor in payment of any indebtedness 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 grantor 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 grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 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 title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS 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 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 owner, 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 number includes the plural.

number includes the plural. IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written. Witness Witness OFFICIAL SEAL STATE OF OREGON) THERESE M. STROHMER NOTARY PUBLIC-OREGON) SS. COMMISSION NO. 033212 MY COMMISSION EXPIRES APR. 17, 2000 County of_ KLAMATH) Personally appeared the above named VICKI E. AND TIMOTHY E. WIETING THEIR acknowledged the foregoing instrument to be My commission expires:

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.					
TO: , Trustee					
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to					
DATED:					
ъ Ву: _	(Lender Corporation Name - Beneficiary) (Name and Title)				

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.

EXHIBIT "A"

A tract of land situated in the N 1/2 NE 1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8 inch pin, from which the Northeast corner of said Section 18 bears North 66 degrees 16' 33" East 1022.84 feet; thence South 89 degrees 11' 24" East 834.56 feet to a 5/8 inch iron pin on the Southwesterly right of way line of Uhrman Road; thence South 31 degrees 46' 03" East, along said right of way line 184.53 feet to a 5/8 inch iron pin on the East line of said Section 18; thence South 00 degrees 28' 16" West 763.39 feet to the North 1/16 corner; thence North 89 degrees 11' 24" West, along the South line of said N 1/2 NE 1/4, 933.00 feet to a 5/8 inch iron pin; thence North 00 degrees 28' 16" East 918.89 feet to the point of beginning, with bearings based on Survey No. 3376, as recorded in the office of the Klamath County Surveyor.

The above tract of land being subject to a 30 foot ingress/egress easement to adjacent property to the West, said easement being parallel with and adjacent to the South line.

CODE 191 MAP 3809-1800 TL 200

State of Oregon, County of Klamath Recorded 3/06/00, at 3:25 p. m. In Vol. M00 Page 7094 Linda Smith, County Clerk Fee\$ 3/00