DEED TRUST Vol\_MOO\_Page 16362 STEVE L. WEISER and DONNA J. WEISER PO BOX 224 CHILOQUIN, OR 97624 200 HAY -5 PH 3: 38 Grantor
THE KLAMATH TRIBES HOUSING P.O. BOX 436 CHILOQUIN, OR 97624 Beneficiary

#### TRUST DEED

ESCROW NO. MT50055-LW

THIS TRUST DEED, made on 04/28/00, between
STEVE L. WEISER and DONNA J. WEISER, husband and wife, as Grantor,
AMERITILE, an Oregon Corporation, as Trustee, and
THE KLAMATH TRIBES, A FEDERALLY RECOGNIZED INDIAN TRIBE OF THE STATE OF OREGON., 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 EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

BENEFICIARY.

together with all and singluar 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

After recording return to:

6TH STREET KLAMATH FALLS, OR 97601 

ogether with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertanning, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURDUSAND\*\* Dollars, with interest thereon according to the terms of a promissory note of even date hereith, payable to beneficiary or order and made payable by grantor, the "\*PORTY THOUSAND\*\* Dollars, with interest thereon according to the terms of a promissory note of even date hereith, payable to beneficiary or order and made payable by grantor, the order of multirity of the debt secured by this instrument is the date, stated above, or which the trinstallment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written construct any approach of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed threin or herein, shall become immediately due and payable.

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

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To complete or restore promptly and in good workmanlike manner 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 was prequired and to pay for filing same in the proper public office or offices, as well as the cost of all tien searches made by filing officers or searching agencies as may

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 696.505 to 696.585.

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 such 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 of agreement of the indebtedness, trustee may (a) consent to the making of any map or of the green grant granting any essential of the indebtedness, trustee may (a) consent to the making of any map or of the green grant granting any essential of the consent of the payment of payment of the payment of the payment of payment of payment of payment of payment of the payment of payme

their interests 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.

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 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. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country 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, 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 and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Onless 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. This insurance may, but need not, also protect grantor's contract or loan balance.

WARNING: Onless 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 lo

. UEBER WEISER OFFICIAL SEAL LISA WEATHERBY OTARY PUBLIC- OREGON IOMMISSION NO. 328777 WEISSION EXPIRES NOV 20, 2003 Jimma J. DONNA J. WEISER

State of Oregon County of KLAMATH

This instrument was acknowledged before me on L. WEISER AND DONNA J. WEISER!

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 secur deed have been fully paid and satisfied. You hereby are directed, on pay trust deed or pursuant to statute, to cancel all evidences of indebtedness stogether with the trust deed) and to reconvey, without warranty, to the paheld by you under the same. Mail reconveyance and documents to:	ment to you of any sums owing to you under the terms of ecured by the trust deed (which are delivered to you herew
·	
DATED:	
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

All that portion of Government Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Westerly line of Lalakes Avenue, 213 feet Northeasterly along said line of Lalakes Avenue from its intersection with the Northerly line of Yahooskin Street extended Northwesterly, as shown by the duly recorded plat of WEST CHILOQUIN, being the Southeasterly corner of the property herein described; thence Northwesterly at right angles with said line of Lalakes Avenue 117.2 feet; thence Northeasterly and parallel with said line of Lalakes Avenue 150 feet; thence Southeasterly and at right angles to said line of Lalakes Avenue 117.2 feet to Lalakes Avenue; thence Southwesterly along said line of Lalakes Avenue 150 feet to the point of beginning, being a tract of land facing 150 feet on Lalakes Avenue with a depth of 117.2 feet, said property also known as Lots 12, 13, 14, of SPINKS SUBDIVISION, an unplatted subdivision, Klamath County, Oregon.

1 3411033334

U4-40-4UUU

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## EXHIBIT "A"

The down payment on your home mortgage loan was made possible through the issuance of a grant by Klamath Tribes Housing Dept. Potential repayment of the Grant would not be imposed until you resell the residence. No repayment will be imposed if you own your home for more that ten years. There will be no interest charged on the Loan.

# PROMISSORY NOTE

This Note is made this 28th day of APRIL, 2000 2000 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to THE KLAMATH TRIBES HOUSING, A FEDERALLY RECOGNIZED INDIAN TRIBE OF THE STATE OF OREGON ("Lender") of the same date and covering the property described in the security instrument and located at: ("Property Address").

216 N. LALAKES CHILOQUIN, OR 97624

Herein referred to as the "Property".

In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree to the following:

### PAYMENT

The entire amount owing according to the below schedule shall be due and payable in the event and on such date that all or part of the property is sold or otherwise transferred by Borrower to a purchaser or other transferree.

#### **FORGIVENESS**

Provided that Borrower complies with the terms of the Subordinate Security Instrument (described below) and the property is not sold or otherwise transferred, the amounts due and payable under this note shall not become due and payable, but shall be forgiven as follows:

The principal amount of the Loan shall be reduced by a percentage of the original principal balance of the Loan for each year of the Loan according to the following:

PERCENTAGE OF ORIGINAL LOAN	YEAR
2%	1
3%	2
5%	3
7%	. 4
8%	5
9%	6
12%	7
15%	8
18%	9
21%	10

Such annual reductions shall take effect in arrears on the anniversary date of the Loan. The amount of the Loan due and payable at any time shall be determined after any deduction from the principal amount of the Loan.

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## RIGHT TO PREPAY

Borrower has the right to prepay the principal amount of this Note.

### **GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the property address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated above or at a different address if I am given a notice of that address.

### OBLIGATIONS OF PERSON UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note, is also obligated to do these things. Any person who takes over these obligations, including the obligation of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

### WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means that the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been

### UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Subordinate Mortgage, Deed of Trust, or Security Deed (the Subordinate Security Instrument), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. The subordinate Security Instrument is and shall be subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage. The Subordinate Security Instrument describes how and under what conditions I may be required to make immediate payment in fall of all amounts I owe under this Note.

## ATTORNEY FEES

In the event that either party is required to obtain the services of an attorney for enforcement of the terms herein, the prevailing party shall be entitled to recovery of such attorney fees and other costs associated with such enforcement, including costs of litigation and including and appeals therefrom.

WITNESS THE HAND(S) OF THE UNDERSIGNED

Witness:

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State of Oregon, County of Klamath Recorded 05/05/00, at 3:38p. m. In Vol. M00 Page 163

Linda Smith.

County Clerk