Chi

TRUST DEED

Loretta Parker-Keady 404 Main Street 97601 Klamath Falls, OR 8484 Cooper Hawk Drive Redmond, OR 97756
Beneficiary's Name ar After recording, return to (Name, Address, Zip): Justin Throne 280 Main Street Klamath Falls, OR 97601 Vol. M05 Page 25420

State of Oregon, County of Klamath Recorded 04/13/2005 10.45a Vol M05 Pg 25420-21 Linda Smith, County Clerk Fee \$ 26 # of Pgs __ # of Pgs _

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...., Deputy.

XN9.2005 between	day of April	THIS TRUST DEED, made this13
as Grantor		Loretta Parker-Keady
, as Trustee, and	nsurance Co.	First American Title In
as Beneficiary		C Corp.
	WITHECCETH.	T.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

> Lot 529, Running Y Resort, Phase Five Plat, according to the official plat thereof on file in the office of County Clerk, Klamath County, Oregon.

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum Eighty-six thousand five hundred eight & 06/100 (\$86,508.06)

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable June 15 .., **x**9x 2005.

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 or 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, bene-

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 escrowagent licensed under ORS 696.505 to 696.585.

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by franter in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured heraby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary and any times and from time to time upon written request of hemelicary, paymond of its less and presentation of this deed and the note tor endorsement (in case of lall reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, frustee may (2) consent to the making of any map or plat of the property; (b) poin in grain gave essement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) and present of the rectain therein of any matter or facts that the conclusive proof of the traditations thereof. Transer's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any obstately by fantor bretenied or her matter or facts that the conclusive proof of the traditations three. Transer's fees for any of the services mentioned in this paragraph shall be not less than \$5.

11. The near this paragraph shall be not less than \$5.

12. Upon any default by fantor bretenied or her matter or facts than \$5.

13. Upon any obstately by fantor bretenied or her paragraph shall be not less than \$5.

14. The nearest property of the services mentioned in this paragraph shall be not less than \$5.

15. The nearest problem of the services and the property of the indebtedness secured, enter upon and take the property of the indebtedness secured, enter upon

tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's intrest. 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 purchased by beneficiary may not pay any craim made by of against grantor. Grantor may later cancer 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 it 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 mortgage, it is understood that the mortgagor or mortgagee may 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.

ITANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is licable: if warranty (a) is applicable and the beneficiary is a creditor *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.

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STATE OF OREGO	N, County of Kamasun Asser) ss.	SIEK	
This instrumer	nt was acknowledged before me on HPQ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	, 1 5,	
This instrumer	nt was acknowledged before me on	, 19	
<i>by</i>		***************************************	
OFFICIAL SEAL			
STACY COLLINS			
NOTARY PUBLIC OREGON COMMISSION NO. 370824	Coalle		
MY COMMISSION EXPIRES AUGUST 2, 2801 0	Notary Public for Oregon My commission exp	pires B T	
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)			

To: First American Title Insurance Co., 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 ... Loretta Parker-Keady.

DATED: , \$\$2005.	
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.	Beneticiary