TRUST DEED	O 1893-3000 STEVENSHIES OUR PURILBHING CO, PORTLAND, OR MYNCHESTERIA DON DRIM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.
<u> </u>	TO THE WAY POPUL OF BY ANY ELECTRONIC OR MECHANICAL AND
Y TRUST DEED	
1	STATE OF OREGON.
1	
Sasha E Mendoza	2010-014409
412] Altamont Drive	Klamath County O
Klamath Falls OR 97603	Klamath County, Oregon
Larry C and B Renee Hansen	D) E 44 C 514 (B mm) (14 mm)
2435 Reclamation Avenue	SPAC [[]] [] [] [] [] [] [] [] []
Klamath Falls OP 07601	RECY
Klamath Falls OR 97601	
After recording, return to Plarms, Address, Male Santiam Escrow Inc	00094327201000144090040045
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Stayton, OR 97383	Fee: \$5
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Ist This Old	By, Deputy.
	<u> </u>
THIS TRUST DEED, made onDecemb	per 17 2010
sasna E Mendoza and Donald R N	lerrill IR not as tanear, between
but with full rights of surviv First American Title	per 17, 2010 Merrill JR, not as tenants in common
-CLUST_American Title	as Granton
-Larry C. Hansen and B Renee Har	sen, husband and wife , as Tustee, and
	wire
WI	INESSETH:
Klamath grants, bargains, sells and co	INESSETH: Diveys to trustee, in trust, with power of sale, the property in
Klamath County, Oregon, described	as:
i	
The South 81.5 feet of Lot 8 4	n Pla-1-2 C a
Altamont Agree	n Block 2 of Second Addition to he official plat thereof on file
in the office of the County Cl. NOTE: This legal description	erk of Klamath C.
NOTE: This legal description as	as created prior to January 1, 2008
	as created prior to January 1, 2008
	1 2, 2000
together with all and singular the tenements, beyoddsynesses and	appurtenances and all other rights thereunto belonging or in any way
now or hereafter appertaining, and the rents, issues and profits	appurtenances and all other rights thereunto belonging or in any way thereof, and all fixtures now or hereafter attached to or used in con-
nection with the property.	that that the same of nereafter attached to or used in con-
Forty thougand 00/100	ment of grantor benefit contained and payment of the sum of
Jollans, with interest thereon according to the terms of a provide	oven dute howwith, psychia to beneficiary or order and made by granter, the final December 20 2015
syment of principal and interest, if not sooner paid, to be due and symble on	oven due horwith, payable to beneficiary or order and made by grantor, the final December 20.30.5. Lated above, on which the final installment of the note becomes due and payable, all (or any pay) of the property, or all (or any part) of grantor's interest in it without officiary's option's, all obligations secured by this instrument, inspective of the motunic. The execution by grantor of an earnest money agreement of one not constitute a
The date of maturity of the debt secured by this instrument is the date	stated above, on which the first head head
ret obtaining the written consent or approval of the beneficiary then at the beneficiary then at the beneficiary then	all (or any part) of the property, or all (or any part) of grantor's interest is a without
ry dates expressed therein, or herein, shall become immediately due and paya-	ols. The execution by sometry of an executed by this instrument, inespective of the metu-
To protect the accurity of this treat does, grantor agrees:	y and of an earnest money agreement does not constitute a
munit or county seems preserve and maintain the property to good condition and	Official part to assessment on the action of
and now when a second the second	Dy brilding to be a second
"	amaged or destroyed there-
3. 10 comply with all laws ordinarrow manufacture	he beneficiary may receive and to see
 To comply with all laws, ordinances, regulations, covenants, condition ting such financing statements pursuant to the Uniform Commercial Code as a Officer in unit. 	hing property and to pay for filing the same in the proper public office
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NOTE: The Trust Danel Act provides that the trustee hereunder reset to either an attorney who is an active minimum of the Coupen Chair Sian, a hand, trust members and loan description subjected to do business that the trustee here of Cregon or the United States, a big insurance company authorized. Our per Chair Sian, a hand, trust members and loan officiates, speed at the chair, the Linked States have been of Cregon or the United States, and the Coupen Chair Sian, a hand, trust members and loan officials, speed at the Coupen are the Coupen Chair Sian, a hand, trust members and loan officials, speed at the Coupen Chair Sian, a hand, trust members and loan officials, speed at the Coupen Chair Sian, a hand, trust members and loan officials. The publisher suggests that such an agreement address the loans of obtaining beanfactory's consists in complete detail.



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 lies or charge thereof; or (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 fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Unon any default by grantor hereuader, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court

son or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the 10. Upon any default by grantor hereuador, beneficiary may, at any time without notice, either in person, by agent, or by a neceiver to be appointed by a court, and without regard to the adequacy of any sociarity for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own tion, including reasonable attorney 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 reats, issues and profits, including those personable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

12. Upon default by grantor in payment of any taking or damage of the property, and the application or release therefor as aforesaid, shall not cure or waive any default or 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 may elect to proceed to foreclose this trust deed in cquity as a mortgage or direct the trustee to foreclose this trust deed in cquity as a mortgage or direct the trustee to foreclose this trust deed in cquity as a mortgage or direct the crustee to foreclose this trust deed in cquity as a mortgage or direct the crustee to foreclose this trust deed in cquity as a mortgage or direct the crustee foreclose may be advertisement and sale, or may direct the musteen 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 this trust deed in crustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in crustees. The provided by CRS 8-6.735 in 80 crustees and attent the crustee of sale

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 records of the country or counties in which the property is situated, 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 rust or of any action or proceeding is brought by trustee.

recting is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real ty and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit anached hereto, and that the grantor will warrant and forproperty and has a valid, unencombered title thereto, ever 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 (choose one):*

(a) primarily for grantor's personal, family or household purposes (see important Notice below).

(b) for an organization, or (even if grantor is a autorial 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, essors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the contract secured hereby, whether or not named as a benefit

In constraing this trust doed, it is understood that the

singular shall be taken to mean and include the plural, and that generally of apply equally to corporations and to individuals. IN WITNESS WHEREOF, the grantor has executed to the plural of the property of the grantor has executed to the plural of the property of the plural of	all grammatical changes shall be made, assumed and implied to make the provisions here- this instrument the day and year first written above.
*IMPORTANT NOTICE: Delete, by lining out, whichever warrant (b) is inapplicable. If warranty (a) is applicable and the benefic a creditor as such word is defined in the Truth-in-Lending A regulation Z, the beneficiary MUST comply with the Ar Regulation by making required disclosures. If compliance was act is not required, dieregard this notice.	y (a) or Silver Ellery is ct and Land Land
by XXIVIEINV	owledged before me on October 1000000000000000000000000000000000000
as	4.
OFFICIAL SEAL ADRIEN LOUISE FLEEK NOTARY PUBLIC - OREGON COMMISSION NO. 453315 MY COMMISSION EXPIRES DECEMBER 03, 2014	Notary Public for Oregon My commission expires 13-74

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid
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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 hereby 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 the reconveyance and documents to	
DATED	
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.	Beneficiary

ADDENDUM TO TRUST DEED

The parties agree that the Trust Deed is hereby amended as follows:

- (A) Paragraph 4, regarding fire and other hazard insurance:
- (i) Unless the Grantor notifies the Beneficiary in writing which is received by the Beneficiary at least fifteen (15) days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the Beneficiary will advance the amount of the premium for the fire or other hazard insurance which has previously been approved by the Beneficiary. The amount of any premium advanced by the Beneficiary will be added to the Note balance secured by this Deed of Trust and will be secured by this Deed of Trust. The amount of any premium advanced by the Beneficiary will be added to the Note balance as of the date of the Beneficiary's payment. The monthly Note payments will be adjusted to amortize that insurance premium over the number of months in which insurance is to be provided by that renewal. For example, if the Beneficiary advances an annual premium, the payments will be adjusted so as to recover that premium amount, plus interest, over the succeeding twelve (12) month period. The Grantor shall have the option and right to repay the premium in one lump sum which would then reduce the Grantor's monthly payment accordingly. Interest will accrue on the premium paid by the Beneficiary at the rate set forth in the Note from the date of the payment.
- (ii) It is the Grantor's responsibility to insure that the insurance coverage is maintained on the property and to verify that the Beneficiary has paid the premium under the circumstances set forth in paragraph (i) above. If Grantor is otherwise in default under the terms of the Note or Trust Deed, Beneficiary reserves the right to obtain insurance which covers only the Beneficiary's interest in the Note and Trust Deed and does not cover any equity interest of the Grantor.
- (iii) The Grantor understands that if the Grantor obtains insurance from any insurance company other than that which the Beneficiary has notice, and does not notify Beneficiary and provide proof thereof within fifteen (15) days of the date of renewal of the former policy, the Beneficiary may proceed as outlined in (i) above.
- (iv) The Grantor understands that if the Beneficiary has advanced the amount of the premium under the circumstances set forth in paragraph (i) above, and a subsequent situation develops in which the insurance policy is to be terminated or otherwise changed before the premium has been fully used, the Beneficiary will be entitled to receive the refund of the unused portion of the premium.
- (B) Paragraph 5 of the Trust Deed regarding property taxes:
- (i) If the Grantor fails to pay the real property taxes in whole or in part under one of the options contained in the annual real property tax statement on or before November 15 (or on any of the subsequent dates under said options) of each tax year, the Beneficiary may pay said real property taxes, including any interest or penalty accrued thereon. In addition to any other remedies provided under the terms of the Trust Deed, the Beneficiary may add the amount so paid to the Note balance as of the date of the Beneficiary's payment: Interest will accrue on the amount so paid by the Beneficiary at the rate set forth in the Note from the date of the payment. The Beneficiary may then adjust the monthly loan payments so as to recover the amount paid by the Beneficiary by the next November 1. As an example, if the Beneficiary pays the full amount of taxes plus applicable interest due on January 15, the Grantor's monthly payment would be increased by 1/9 of that amount. The Grantor has the option and right to pay the amount of the taxes advanced by the Beneficiary in one lump sum and to thereby have the monthly payment readjusted accordingly.

PAGE 1 OF 2 – ADDENDUM TO TRUST DEED

(DOCUMENT 11-1-10)

(ii) It is the Grantor's responsibility to insure that the property taxes have been paid and to verify that the Beneficiary has paid the property taxes under the circumstances set forth in paragraph (i) above.

(C) PAYMENT ADJUSTMENTS:

The Grantor understands and agrees that the monthly payment adjustments provided for under (A) and (B) above will be estimates and the actual amount of the additional interest will be dependent upon the timing of Grantor's monthly payments. The adjustment in the monthly payment will only be made if the Grantor does not pay the amount advanced by the Beneficiary under either (A) or (B) above in one lump sum.

(D) DEFAULT:

If the Grantor is otherwise in default under the terms of the Trust Deed (e.g., for failure to make monthly payments under the Note), the Beneficiary may pay the insurance and/or real property taxes but make demand on the Grantor for payment in full of any amounts so advanced. Failure to pay said sums, including accrued interest, in full and within fifteen (15) days of written demand therefore by beneficiary, will constitute a default of the terms of the Note and Deed of Trust.

Grantor's name (type or print)

Grantor's signature

DATED this Aday of Olivin (20/1), 20/1.

Second Grantor's name, if applicable (type or print)

Second Grantor's signature, if applicable

DATED this Aday of Man (20/1).

PAGE 2 OF 2 - ADDENDUM TO TRUST DEED

(DOCUMENT 11-1-10)