TRUST DEED

, 19.73., between day of .....July ..... THIS TRUST DEED, made this 3rd
Michael A. Marks, a single man
Transamerica Title Insurance Company ..., as Grantor, ...., as Trustee, ...., as Beneficiary,

Lot Five (5), Block Eighteen (18), 3rd. Addition to River Pine Estates, Klamath County, Oregon according to the official plat thereof on file with the County Clerk of Klamath County and Subject to the Building and With the County Clerk of Klamath County and Subject to the Building and Was Participations on file in Walker May 23 at 1870 6010 Band 2 conde with the county clerk of Kramaun country and outject to the Bullium With the Country Clerk of Kramaun country and outject to the Bullium With the Country Clerk of Kramaun country and outject to the Bullium With the Country Clerk of Kramaun country and outject to the Bullium Research of the Country Clerk of Kramaun country and outject to the Bullium Research of the Country Clerk of Kramaun country and outject to the Bullium Research of the Country Clerk of the Countr

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appropriate 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 said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the formal of the security of the purpose of the purpos

final payment of principal and interest hereot, if not sooner paid, to

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

1. To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demoish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restorment which may be constructed, damaged or maintenance any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply all away, ordinances, regulations, covenants, conditions of restriction affecting said property: if the tendenciary or requests, to financing statements pure to the Uniform Communical Code as the enclosury may require and on pay for filing sume in the property of the property of the statements are the cost of all lies agardes made to continuously maintain insurance on the buildings.

tions and restrictions afficiancing statements pursuant to the Uniform Commerjoin in executing such financing statements pursuant to the Uniform Commerjoin in executing such financing require and to pay for filing same in the
call does as the beneficiary may require and to pay for filing same in the
proper public office or ollipers well as the cost of all lien searches, made
beneficiary.

To provide and continuously maintain insurance on the buildings
beneficiary from the said premises against loss or damage by fire
and such other hazards as the beneficiary may from time to time require, in
and such other hazards as the beneficiary may from time to time require, in
an amount not less than 3
companies acceptable to the beneficiary, with loss payeble to the latter; all
companies acceptable to the beneficiary with loss payeble to the latter; all
if the rantor shall fail for any read to procure any such insurance and to
policies of insurance now or herealter placed on said buildings,
deliver said policies to the hemeficiary at least filtern days prior to the expirait of any policy of insurance now or herealter placed on said buildings,
deliver said policies to the hemeficiary and procure of the said property to the said property of the said property before any part thereof, more beneficiary the utile amount so collected, or
against said property before any part of the said property before any part said property before any part of said property before any part of said property should the grantor lail to make payment of said property before any grant of such taxes, assessments and other
said property before any part of said property said with which to
ments, insurance premiums, liens of other charges payable of without and the amount so paid, which resets at the rate sandapaths 6 and 7 of his
property to

fixed by the trial court, grantor turther agree to the trial court, grantor turther agree to the trial court, grantor turther agree to the trial and paper.

It is mutually agreed that:

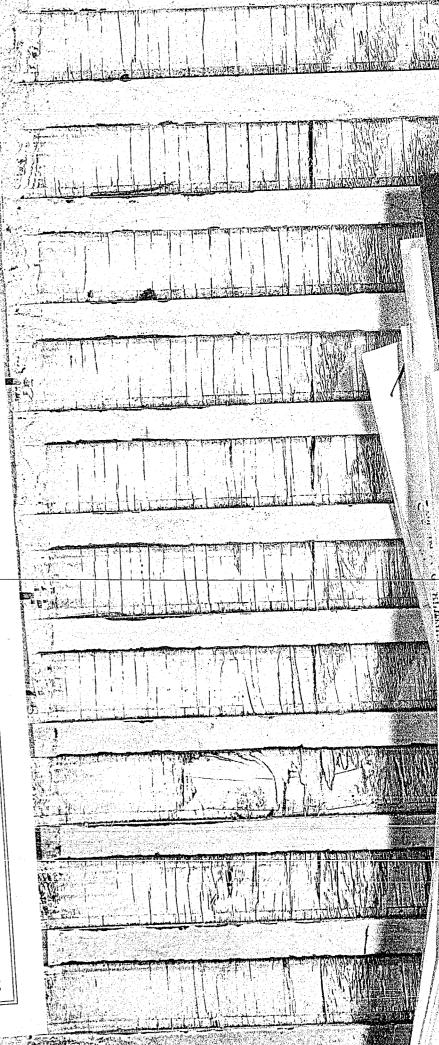
It is not trial to expect to the trial to the monies payable under the right of eminent domain or condemnation, beneficiary shall have the second to the monies payable under the right of eminent domain or condemnation, to the monies payable under the right of eminent domain or condemnation, to the monies payable under the payable to the monies payable to the monies to require the grantor of the amount required to payable to such actions and attempts and attempts paid to beneficiary and payable to the payable to the payable to the monies and attempts and attempts and payable to the such actions ficiarly and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such comsecured hereby; and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiarly sequest.

Figure 1. The payable to the payable

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-

the grantor covenants and agrees to and with the beneficiary and those charming under him, the fully seized in fee simple of said described real property and has a valid, unencumbered title thereto 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 or savings and last association authorized to do business under the laws of Oregon or the United States, or a title insurance company authorized real property of this state, its subsidiaries, affiliates, agents or branches.

Return This Copy



12573 and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loun represented by the above described note and this trust deed are:

(a)\* primarily for grantor's personal, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes. purposes.

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 heneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural.

A named as a heneficiary herein. In constituting the plural, ne and the neuter, and the singular number includes the plural, ne and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year tifst above written. \*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 or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent. If compliance with the Act not required, disregard this notice. (ORS 93.490) County of ANC 4, 19 38.

Personally appeared the above named Michael
A. Marks, a single man STATE OF OREGON, County of ... ..... 19..... and Personally appeared .... each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of ..... and that the seal affixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: voluntary act and deed. them acknowleds
Before me: (OFFICIAL SEAL) Notary Public for Oregon My commission expires: My Commission Empires April 21, 1977 l, and record Clerk Milne Betty Ahern St.Rt.2, Box 42 La Pine, Oregon Mest ė. County Mm. OFI cer ent was LT day 4:26 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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, on payment to you of any sums owing to you under the terms of trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indecreatess 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

CATED:...

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

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() Notacy Public for Oregon

My commission expires:

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for con