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19 76, between

THIS TRUST DEED, made this 16thday of June JACK K. BURNISTON and ARLENE MARGARET BURNISTON, husband and wife

, as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing

under the laws of the United States, as beneficiary; WITNESSETH:

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

Lot 16 in Block 2 of KLAMATH RIVER SPORTSMAN ESTATES, according to the ψ official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now or together with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating, ventilities, increased in consection and increased in a proper and increased in a position of the properties of the purpose of the purpose of securing in place such as well-to-wall carpeting and lindoum, shades and built in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may hereafter acquire for the purpose of securing with the above described premises, including all interest therein which the payment of the sum of THENTY THOUSAND AND NO 100 performance of each agreement of the granter herein contained and the payment of the sum of THENTY THOUSAND AND CONTROL (\$ 20.000.000.) Dollars, with interest thereon according to the terms of a promissory note of even date. Commencing beneficiary or order and made by the granter, principal and interest being payable in monthly installments of \$ 2.000.000.

This trust deed shall further secure the payment of such additional money.

It any as may be loaned hereafter by the beneficiary to the granter or others are the state of the

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as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, free and came and administrators shall wairant and defend his said title thereto against the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against thereof and, when due, all taxes, assessments and other charges levied against the control of the control

Obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premium while the indebtedness secured hereby is in excess of 80 mg, perty and insurance premium while the indebtedness secured hereby is in excess of 80 mg of the lesser of the original payments are price paid by the granter at the time the time made for the beneficiarly payments and the property at the time the close principal and insurance and property and the secured hereby principal and installments on principal and interest are payable and amount of the property of the taxes, assessments, and other charges due and payable with expected as exceeding 12 months and also if 360 of the insurance premium payable with respect to and property within each succeeding the months of the property of the free case estimated and directed by the beneficiary property and payments of the property of the pro

While the grantor is to pay any and all taxes, assessments and other charges lethed or assessed against said property, or any part thereof, before the same begin to hear interest and also to pay prentiums on all insurance policies upon raid property, such paying a second of the beneficiary, as aforesaid. The grantor hereby subtrained the heneficiary to pay any and all taxes, assessments and other charges letted or imposed the heneficiary in the announts as shown by the statements thereof furnished by the gainst said protectaxes, assessments or other charges, and to pay their insurance permitted in the announts about no their statements when the statements better for the free furnished by the insurance and to withdraw the sums which may be required from the reserve account, resentialities and to withdraw the sums which may be required from the reserve account, responsible for failure to have any insurance areas in overnit to hold the beneficiary if any, established for that purpose. The grantor acrees in one of any loss or damage grewing could be added to the compromise and swittle with any insurance campany and to apply any event of any loss proposed and the state of th

Property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, conditions and restrictions affecting said property; to pay all costs, oversands, conditions and expenses of the trustee cost of title scarch as well as fees and expenses of the trustee incurred in constitution of the state of the control of the scarch as well as in obligation, and trustee's and attorney's fees in a defend any action or proceeding purporting affect the security properties of the security of the securities of the securi

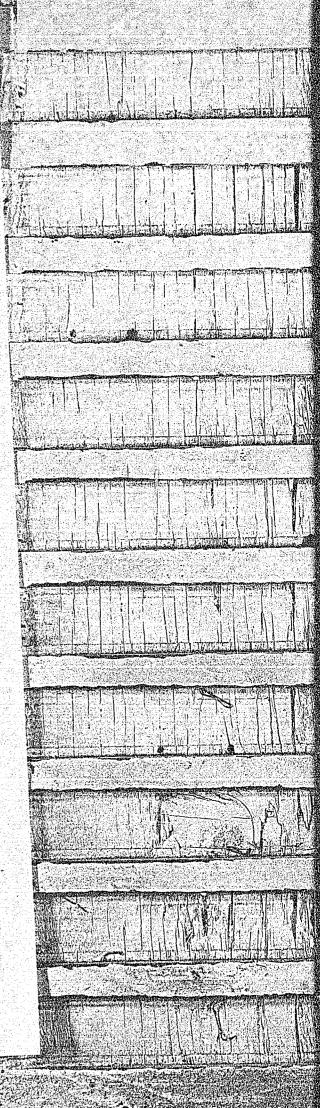
The Scheflelary will furnish to the grantor on written request therefor an ial statement of account but shall not be obligated or required to furnish further statements of account. 1t is mutually agreed that:

It is mutually agreed that:

i. In the event that any portion or all of said property shall be taken
under the right of eminent domain or condemnation, the beneficiary shall have
the right proceedings, or to make any compromise or settlement any action taking and if it so elects, to require that all or any consection with
a taking and if it so elects, to require that all or any consection with
a payable as compensation for such taking, which are access of the amount required to pay all reasonable costs, expenses and storney's fees necessarily paid
or incurred by the grount in such proceedings, and the or incurred by the grount in such proceedings, and the phalance applied upon the indebtoneous secured hereby; and the grantor agrees,
at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's
request.

shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuence of these trusts all cuita, issues, royalites and profits of the propriy affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any tenter of any indebtedness secured hereby or in the performance of any tenter of the performance o



9. When the Trustee sells persuant to the powers provided hards, the trustee shall apply the proceeds of the trustees also as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the sitorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the interests of the trust each (3) To all persons having recorded liens subsequent to the interests of the trust eight the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

to me personally known to be the identical individual. In named in and who executed the foregoing instrument and acknowledged to me that ...they executed the same freely and voluntarily for the uses and purposes therein expressed.

ABEL IN COUN

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notorial seal the day and year last above

(SEAL)

THIS IS TO CERTIFY that on this...

Loan No.

STATE OF OREGON County of Klamath

TRUST DEED

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

After Recording Return To:

FIRST FEDERAL SAVINGS
540 Main St. Klamath Falls, Oregon

Bofore me:

STATE OF OREGON Ss. County of Klamath Ss.

I certify that the within instrument was received for record on the 25th. day of June 19 76, at 11;45 o'clock AM., and recorded in book M 76 on page 9622 Record of Mortgages of said County.

Witness my hand and seal of County

WM. D. MILNE

County Clerk

FEE \$ 6.00

State of Oregon) ss County of Klamath)

Personally appeared Jack K. Burniston, who, being duly sworn, did say that he is attorney in fact for Arlene Margaret Burniston and that he executed the foregoing instrument by authority of and in behalf of said principal; and that he acknowledged said instrument to be the act and deed of said principal.

Notary Public for

My commission expires