Klamath.

, as Grantor,

TRANSAMERICA TITLE INSURANCE COMPANY and D.L. GRESSETT and MARY ANN GRESSETT, husband and wife

, as Trustee, , as Beneficiary,

WITNESSETH:

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

Lots 3, 11 and 12, Block 3, SIXTH STREET ADDITION TO THE CITY OF KIAMATH FALLS, in the County of Klamath, State of 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 connec-

now or hereafter appertaining, and the rents, issues and profits inerest and an interest now of hereafter appertaining, and the rents, issues and profits inerest and an interest now of hereafter and and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of TWENTY SIX THOUSAND FIVE HUNDRED and No/100 (\$26,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by granter, the tinal payment of principal and interest hereof, if not sooner paid, to be due and payable

The date of maturity of the date secured by this instrument is the date stated above on which the final installment of said note.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

1. To protect, preserve and maintain said property in good condition and repair, not to temove or demolish any building or improvement thereon;

2. To complete or restore promptly and in good and 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 said property; if the benelicary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for filing same in the proper public office or offices, as well as the cost of all firen searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary.

destroyed thereon, and pay when due all costs incurred therefor. Joe comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join and restrictions affecting said property; if the beneficiary so requests, to join and restrictions affecting said property; if the beneficiary so requests to the proper public office or office may require and to pay for filling same in the proper public office or office may require and to pay for filling same in the property public office or office may require and to pay for filling same in the beneficiary now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time tequire, in an amount not less than 3.

A To provide and continuously maintain insurance on the validing, now or hereafter of the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary as soon as insured; if the granter shall fail for any reason to the beneficiary and professed in surface for the same at Kantor's express. The amount collected under any fire or other insurance policy may be applied by beneficiary shall there or a surface of the same at Kantor's express. The amount collected under any fire or other insurance policy may be applied by beneficiary and the state of the same at a surface and other charges the surface of the surface and other charges the surface and the surface and other charges the surface and other charges the surface an

8. In the event that any portion or all of said property shall be taken under the right of emiment domain or vondemnation, beneficiary shall have the right of emiment domain or vondemnation, beneficiary shall have the right of emiment domain or vondemnation, 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, which are in excess of the amount impact as compensation for such taking, which are in excess of the amount in part of the amount of the payable to pay all reasonable costs, expenses and attorney's few monitored by grantor in such proceedings, shall be paid to herefore years and of the trial and appellate courts, necessarily paid on invited by the trial in the trial and appellate courts, necessarily paid on invited by the trial in the trial and appellate courts, necessarily paid on invited by the trial and appellate courts, necessarily paid on invited by the trial and appellate courts, necessarily paid on invited by the trial and appellate courts, necessarily paid on invited by them to trial instruments as shall be recessary in ultiming such tour and graveled as a shall be recessary in ultiming such tour personable courts, necessarily paid on invited by them to trial instruments as shall be recessary in ultiming such tour personable courts, necessarily paid on invited by the state of the such as a state of the

is the date, stated above, on which the final installment of said note illural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property: (be some in granting any casement or creating any restriction thereion or some any stating and or other agreement affecting this deed on the line of charge thereof; and thereof illustrates in any part of the present property without warranty, all or any part of the present person begally entitled thereof; and though the desired of the present person legally entitled thereof; and this particles thereof. The time thereof is not nearlies shall be conclusive proof of the truthfulness thereof. The time that is a said the services mentioned in this paragraph shall be not beechant. So, it is not determined the original proof of the present by agent or has a received to the indebtedness hereby secured, enter upon and taking the according to any part thereof, in its own name successful and supplies the carrellocusts and expenses of operation and sollect in including those past due and exact and supplies the carrellocusts and expenses of operation and sollect in including those past due and exact and supplies where the costs and expenses of operation and sollect in including those past due and exact and supplies where the costs and expenses of operation and sollect in including those past due and exact and supplies where the costs and expenses of operation and sollect in including those past due and exact and supplies where the costs and expenses of operation and sollect in including those past due and exact and supplies and the property is an including those where the cost and expenses of operation and sollect in including those past due to the force past and posts, including those past due to the force past and including the expense of operations and taking possess in a sollect in the cost of the force possess and posts in the property of the force past and posts in the property of the force past and posts in the property of the past and the past and

NOTE: The Trust Deed Act provides that the trustee hickenness to either an attorney, who is an account of the Diegos Societies and or savings and loan association authorized to do business under the lows of Oragon or the United States, a total immunity company accounts a property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever. 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, lamily, household or agricultural purposes (see Important Notice below),

for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first 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-Landing 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 this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (if the signer of the above is a corporation, use the form of acknowledgment apposite.) (ORS 93.490) STATE OF OREGON, STATE OF OREGON, County of June 12 Klamath) 55., 19 78 Personally appeared Personally appeared the above named... Clarence F. Gansberg each for himself and not one for the other, did say that the former is the and acknowledged the toregoing instrupresident and that the latter is the secretary of and that the seal affixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in help half 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: ment to be his voluntary act and deed. (OFFICIAL/ arlene . SEALYW Notary Public for Oregon My commission expires: 3-22-8/ Notary Public for Oregon (OFFICIAL My commission expires: SEAL) 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 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness 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 DATED: Beneticiary Do not lase or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made TRUST DEED (FORM No. 881-1) STEVENS NESS LAW PUB. CO., PORTLAND, ORE STATE OF OREGON - 55. County of Klamath The state of the s I certify that the within instrument was received for record on the 12thday of June , 1978 , BPACE RESERVED FOR RECORDER'S USE as lile/reel number49889 Record of Mortgages of said County. Beneticiary / Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Athi Mariene Wm. D. Milne By Simethan Libert

Peg. \$6.00