Lot 31, Block 7, Tract No. 1019, WINEMA PENINSULA, UNIT NO. 2, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF WINEMA PENINSULA

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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 said real estate.

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note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity 19

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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately 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 remove or demoish any building or improvement thereon;
not to commit or permit any waste of said property.

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 beneficiary so requests, to
tions and restrictions affecting said property; if the beneficiary so requests, to
cial Code as the beneficiary may require and to pay for filing same in the
cial Code as the beneficiary may require and to pay for filing same in the
proper public office or offices, as well as the cost of all lien searches made
proper grant of the same property of the same property

ioin in executing such linancing statements pursuant to the cial Code as the beneficiary may require and to pay for think same in the cial Code as the beneficiary may require and to pay for think same in the proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made the beneficiary.

4. To provide and continuously maintain insurance on the buildings beneficiary.

6. To receive and continuously maintain insurance on the first own of the said premises against loss or damage by fire and such other hazards as the pendicary. But for the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the Latter; all companies acceptable to the beneficiary with loss payable to the Latter; all conditions of any policy of insurance now or hereafter placed on said buildings, the first provided the same and the same and the same and the same and provided provided the same at grantor's expense. The amount of the beneficiary may procure the same at grantor's expense. The amount the beneficiary way procure the same at grantor's expense. The amount the beneficiary way procure the same at grantor's expense. The amount of the determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof the same and the relative that the such payable by grantor enveloped and payable to grantor any procure of the such payable by grantor, either of the pa

detree of the trial court, krantor must be beneficiary's or fristress and pellate court shall adjudge crassinable as the beneficiary's or fristress and appeal.

It is mutually affected that:

It is mutually affected that all or any portion of the mount required as compensation for such turners and afterney's feets necessarily paid or on the part of the paid to beneficiary and from such proceedings, shall be paid to beneficiary and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and frantor affects, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon heneliciary's request.

It is affected and the mote time upon written request of beneficiary payment of its level and presentation of this deed and the note for endorsement (in case of full reconvey ances, for cancellation), without affecting the liability of any person for the payment of the melebtedness, trustee may the couler must be calter uncontained.

(a) consent to the making of any map or plat of said property, who can in grating any essential or creating any restriction thereon, see norm in any subordination or other agreement affecting this deed or the line or charge subordination or other agreement affecting this deed or the line or charge thereof; (d) reconveyance may be described as the "preson or persons gratice in an treconveyance may be described as the "preson or persons legally entitled thereof and the rectals there of any matters or lacts shall legally entitled thereof and the rectals there of any matters or facts shall be conclusive proof of the truthfulness thereof. Truther's test for any of time without notice, either in person, by agent or be accepted by a court, and without regard to the adequacy of the agent of the indebtedness hereby secured, enter upon and take adequacy of the security of any part thereof, in its own name sue or otherwise collect the truther issues and prolits, including those past due and unpuls, and apply the same less costs and expenses of operation and collection, including transcrable after the security of any determined the security of any determined the security of any determined the security of the security of the security of the property of the property of the security of th

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable In such an event the beneficiary at his election may proceed to furcelose this trust deed in equity as a mostfage or direct the truster to furcelose this trust deed advertisement and sale. In the latter event beneficiary or the frustre shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured to the said described real property to satisfy the obligations secured thereby, whereupon the trustee shall list the time and place of file, give notice therefor as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the then after default at any time prior to five days before the date set by the ORS 86.760, may pay to the beneficiary or or other person so privileged by trustee for many many the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the trively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in obligation secured thereby (including costs and expenses actually incurred in certains the terms of the obligation and trustee's and attorney's fees not enforcing the terms of the obligation and trustee's and attorney's fees not endorsing the terms of the obligation and default occurred, and thereby cure cipal as would not then be due had no default occurred, and thereby cure the default, in which event all loreclosure proceedings shall be dismissed by the default, the trustee.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or the highest bidder for cash, payable at time of sale. Trustee auction to the highest bidder for cash, payable at sequired by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to sold, but without any covenantor warranty, express or important the property of the purple of the purple of the property of the purple of th

surplus.

18. For any reason permitted by law benchmars may from time from appoint a successor or successors to any trustee named herein or to any successor trustee appointed beteinder Upon such appointment, and with at successor trustee appointed beteinder Upon such appointment, and with at conveyance to the successor trustee, the latter shall be vested with all tife powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written hereinder. Each such appointment and substitution shall be made by written hereinder, decreased by benchmary, containing telerence to this trust deed instrument executed by benchmary, containing telerence to this trust deed and its place of record, which, when recorded in the olike of the County and the place of the county or counties in which the property is situated, shall be conclusive proof of proper appsingment of the successor trustee and 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 order deed frust or of any action or proceeding in which grantor, benchmary or trustee shall be a party unless such action or proceeding is brought by trustee.

MOTE: The Trust Deed Act provides that the trustee heraunder must be either un attorney, who is an active member of the Oregon State Bur, a bind, took corpus, or savings, and learn association authorized to do business under the laws of Oregon or the thoted States, a title association authorized to do business under the laws of Oregon or the thoted States, as subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an extraw agent licensed under OFS 696 505 to 676 505.

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, family, household or agricultural pursons (a).

(b) for an organization, or (even if gr. purposes.	anniy, nousehold or agricultural p antor is a natural person) are for E	ousiness or commercial purposes other than agricultural
	issigns. The term beneficiary shall	to, their heirs, legatees, devisees, administrators, execu- mean the holder and owner, including pledgee, of the ing this deed and whenever the context so requires the includes the plural.
		hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, which not applicable; if warranty (a) is applicable and (	hever warranty (a) or (b) :- V	ludry Drine Fargiet
		1
State of California	_)	j
County of <u>Sacramento</u>	)ss. )	
appeared Audrey Irene Bosatisfactory evidence to be the persent that she executed it.	rgilt*** personally know	efore me, <u>Lora J. Harman</u> rn, personally vn to me or proved to me on the basis of d to this instrument, and acknowledged
LCDA J. MADWAN		mav
his Comment 12 his of 12, 1694	My Commission expires	8/10/84
Acknowledgement, General		GS 134-10-82
		1
	REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been	
<i>TO:</i>	, Trustee	
said trust deed or pursuant to statute, to canc	ou hereby are directed, on paymen rel all evidences of indebtedness sec econvey, without warranty, to the	y the foregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of cured by said trust deed (which are delivered to you parties designated by the terms of said trust deed the
DATED:	, 19	
		Beneficiary
De 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.
TRUST DEED		STATE OF OREGON,
STEVENS-NESS LAW PUB CO., PORTLAND, ONE		County of SS.
	•	Tertify that the within instru- ment was received for record on the day of
Grantor	SPACE RESERVED	at o'clock M., and recorded in book reel volume No. on
	FOR RECORDER'S USE	page or as document fee file/
		instrument/microfilm No.
		Record of Mortgages of said County.
Beneficiary  AFTER RECORDING RETURN TO		Witness my hand and seal of County affixed.

Deputy

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE TRUST DEED NOW OF RECORD DATED MAY 12, 1980, AND RECORDED JUNE 26, 1980 IN BOOK: M-80 AT PAGE: 11754 IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, IN FAVOR OF WINEMA PENINSULA INC., AS BENEFICIARY, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. JOSEPHINE L. SNYDER, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF WINEMA PENINSULA INC., AND WILL SAVE TRUSTORS HEREIN, AUDREY IRENE BORGILT AND LEILANI O'BRIEN, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.





STATE OF ORTSON; COUNTY OF KLA	MATH: ss.
Filed for record .	,
this 7 day of Jan A.D. duly recorded in Vol. M83, of	Mtge on Fare and
Fee \$12.00	EVELYN BIEHN, County Cr's