....., as Trustee, and Mountain Title Company Arthur L. Harris and Virginia M. Harris, Husband and Wife

as Beneficiary,

\$

4000 1000 ---

as Grantor,

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

"SEE ATTACHED LEGAL DESCRIPTION"

together with all and singular the tenements, hereditaments and appurtenances and all other tights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all lixtures 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 FIFTY THREE THOUSAND AND NO/100-----

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

Per Terms of note

19

note of even date netewith, payable to behenciary or order and made by grantor, the tinal payment of principal and interest hereof, if not sooner paid, to be due and payable.

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 grating purposes.

To protect the security of this trust deed, frantor agrees;

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

2. To complete or restore promptly and 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
join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the
proper public office or offices, as well as the cost of all item searches made
by filing officers or searching agencies as may be deemed destable by
thing officers or searching agencies as may be deemed destable by
the beneficiary.

tions and restrictions affecting statements pursuant to the came in the pion in executing such linancing statements pursuant to the same in the pion in executing such linancing as well as the cost of all arm scan hes made for officers as well as the cost of all arm scan hes made proper public office or officers as may be deepened destable by the proper public office or officers as may be deepened destable by the proper scan and the proper scan and in the

detree out the tist cours shall adougle teasonable as the beneficiary is a such appeal.

It is mutually agreed that:

It is mutually agreed that any portion or all of sud property shall be taken a finite the right of the event that any portion or all of sud property shall be taken tight, it is not expected to the event that any portion or an event of the amount required to pay all reasonable costs, expenses and arterney's less necessarily paid of incurred by great upon any reasonable costs, and terrary less necessarily paid or incurred by great upon any reasonable costs and expenses and arterney's feel, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtudies seed thereby, and grantor adverse, it is nown expense, to take such actions and execute when the instruments as shall be necessary no obtaining such compensation, promptly upon beneficiary's request.

It is an expensation of the payment of this deed and the one-ficiary, payment of its fees and presentation of this deed and the order 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 said preparts. The can in granting any casement or strating any restriction thereon, so poin in any subordination or other addression allocated this ded of the lieu or charge subordination or other addression allocated this ded of the lieu or charge subordination or other addression and the receitable thereon of the lieu or charge strates in any test observation may be described as the present or person or person begally entitled theselog, and the receitable therein of any matters or faces shall be conclusive press or the truthalmes thereon of any matters or faces shall be conclusive press or the truthalmes thereon any matters or any of the services mentioned on the principarts hall be not less than \$5.

10. Upon any detailt by granted hereinder, herefurary may at any pointed by a court, and authorit related to the adoptive of any country for pointed by a court, and authorit related to the adoptive of any country for the individual stocks search, one is own name such or otherwise collect the reaspective or any part thereof, or its own name such or otherwise collect the reaspective of any face and expenses of operation and suffered mandal, and apply the sense post of the super may determine.

11. The entering upon and taking possession of said property, the collection of such route, resides and profits, or the proceeds of the art for instrume policies or compression or awards for any taking or damade of the property, and the application or relass these of as advassed, shall not one or unsure any default to notice of details herounder or my addate any act done pursuant to such notice.

waive any default of notice of default herounds or invalidate any act done pursuant to such notice.

2. Upon default by granter in payment of any indebtedness secured hereby or in his performance of any agreement herounder, the beneficiary may be used to be secured hereby minimately due and payable. In such a green the beneficiary at his election may proceed to thereby this trust deal event the beneficiary at his election may proceed to thereby this trust deal polyritement and sale. In the latter event the beneficiary or the trusts shall nevertee and cause to be recorded his written notice of default and his return events and cause to be recorded his written notice of default and his return between the sale described it of property to satisfy the chilaters, cound the sale described it of property to satisfy the chilaters, cound thereby wheretopen the master shall fit the time and place of sale, kee notice hereby, wheretopen the master by has and proceed to forcelose the trust died in the native process of the sale of the trust deal in the sale of the forcelose the sale, and the trusted of the trustees sale, the granter of the days from the date of the trustees sale, the Kranton or other proon or provided by trustee for the trustees sale, the Kranton or other proon or provided by the obligation secured the thereby circulating costs and express actually incurred in obligation secured thereby circulating costs and express actually incurred in obligation secured the thereby circulating costs and express actually incurred in obligation secured that the obligation end trustees and attorney less not incorpial as would not then be due had no detail occurred, and attorney less not counter the default, in which event all berefoure processings shall be demonsted by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place of the process of such and the default, in which event all berefoure processings shall be demonsted by

the default, in which event all bereclosure proceedings shall be derived by the default, in which event all bereclosure proceedings shall be derived by the trustee.

14. Otherwise, the sale shall be held on the date and at it e-time and place designated in the notice of sale or the time to which sail sale may be postponed as provided by law. The trustee may sell said projects either in one parted or in separate parcels and shall sell the parcel or parcels at in one parted or highest hidder for each, payable at the time of sale. Trustee ancien to the highest hidder for each, payable at the time of sale. Trustee ancien to the highest hidder for each, payable at the time of sale. Trustee shall deliver to the purchaser is deed in form a required by law earliest so sold, but without any coverant or warranty, express or in the property so sold, but without any coverant or warranty, express or in the property sold, but without any coverant or warranty, express or in the property sold, but without any coverant of the trustee, Lut include the feature of the provided herion, trustee shall apply the provided sold to payament of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustee shared the compensation of the subsequent in the autocol of the trustee and devalues of the finite or in all present and sold in the subsequent in the expression of the subsequent in the endowed the provided herion, the subsequent in the endowed the provided of the subsequent in the endowed the provided herion to be supplied.

surplus

18. For any reason permitted by law hypothesis may be a fine to the successor trivities appoint a successor of successors for any interest of the first of the successor trivities appointed becomes Upon such accommunic, and with a successor trivities appointed becomes Upon such accommunic, and with a convey and of the successor trivities appointed on the successor trivities to be vested with all trivities of the successor trivities and the successor trivities and trivities and the successor trivities and the successor trivities and the successor trivities and the successor trivities and its place of record which when recorded in the cities of the County and its place of record which when recorded in the cities of the County and its place of the county or countries in which property is situated, shall be combinate post of pages appointment of the successor trivites.

Clerk or Recorder at the county or counter in which is property is situated, shall be conclusive, post of project appearance of the energy a true fee shall be conclusive, post of project appearance of the energy at true fee. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law Trustee as not obligated to notify any party breefo of pending sale under any other deed of obligated to notify any party breefo of pending sale under any other deed of trust or of any action or proceeding in which granton, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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-purposes (see Important Notice below).

(b) for an organization, or (even if 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, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee of the tors, 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 teminine 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. Klamath Eadiology Pension & Profit Sharing Flan & Irust *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 as 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. 130C or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. for James R. Ranicl unn Rland (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (095 53 490)) 55. STATE OF OREGON. STATE OF OREGON, County of . 19 and Personally appeared who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the 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: wledged the loregoing instruvoluntary act and deed. ment to be Public for Oregon COFFICIAL (OFFICIAL SEAL) Notary Public for Oregon SEAL) My commission expires: mmission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 estate now held by you under the same. Mail reconveyance and documents to , 19 DATED: Beneliciary Do not lose or destroy this Trust Doed 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. County of (FORM No. 881-1) certify that the within instrureceived for record on the . 19 dan of M., and recorded in book reel volume No. on SPACE RESERVED kas document, fee-file, Grantor FOR page instrument microfum No. RECORDER 5 Ust Record of Mortgages of said County. Witness my hand and seal of

Beneliciary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

County affixed.

By Deputy

DESCRIPTION

A parcel of land situated in Lot 2 of Block 3 of TRACT 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the Ccunty Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a 2" iron pipe on the West line of said Lot 2, from which the North-west corner of said Lot 2 bears North 00° 03' 30" East 314.74 feet; thence North 00° 03' 30" East along said West line 112.50 feet; thence South 89° 56' 30" East, 400.00 feet to the East line of said Lot 2; thence South 00° 03' 30" West along said East line, 112.50 feet to a 2" iron pipe; thence North 89° 56' 30" West 400 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement for drainage and installation of utilities along and upon a 10 foot strip of land measured at right angles to and parallel with the Easterly and Northerly lines of said Lot 2, said lines being described as follows: Beginning at a point South 00° 03' 30" West 314.74 feet from the Northeast corner of said Lot 2; thence South 00° 03' 30" West 285.00 feet; thence South 89° 56' 30" East 84.91 feet.

STAT TO F KI AMATH; ss.

The block every distributed and selection of the selection of the

Fee \$12.00