herein, shall become immediately due and payable.

The chove described real property is not currently used for agricultus and the company of this trust deed, grantor agrees.

It opposes the security of this trust deed, grantor agrees, and the company of the companies of the company of the companies of the company of the companies of the company of t

of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and it trustee's and attorney's it less actually incurred.

All of the security rights or powers of beneficiary or trustee and in any suit. To appear in and delend any action or proceeding purporting to attorney proceeding is which the beneficiary or trustee and in any suit, and proceeding is which the beneficiary or trustee and in any suit, and to the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees the end of the trustee and in the event of an appeal from any judgment or disably the trial court, grantor further agrees to pay such sum as the appeal event shall endudge reasonable as the beneficiary's or trustee's attorney's less on such appeal.

It is mutually agreed that:

It is mutually agreed that:

It is mutually agreed that:

as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees necessarily paid or to pay all reasonable costs and expense and attorney's reasonable costs and expense and attorney's reasonable costs and expense and attorney's reasonable costs and expense, and attorney's reasonable costs and expense, and attorney's reasonable costs and expense, to take such actions and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and execute such instruments are shall be necessary in obtaining such commenders and

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge whordination or other agreement affecting this deed or the lien or charge whordination or other agreement affecting this deed or the lien or charge whordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The converse mentioned and the precials there of any matters or texts shall be conclusive proof of the truthfulness thereof. Trustee's tees for any of the services mentioned in this paragraph shall be not less than \$5 and the posterior of any of the services mentioned in this paragraph shall be not less than \$5 and any of the indebtedness hereby secured, enter upon and the adequacy of any security pointed by a court, and without regard to the adequacy of any security in the indebtedness hereby secured, enter upon and take possession of said properties, or the process course in the same, respectively of the property and the application of property, and in such order as beneating may determine upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or possession of such property, and the application or notice of default because of any indebtedness secured hereoff and the application of release thereoff as aforesaid, shall not cure or pursuant to such notice.

pursuant to such notice.

12. Upon detault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may hereby immediately due and payable. In such an event the beneficiary of direct the trustee to foreclose this trust deed event the beneficiary or direct the trustee to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and sale. In the latter event the beneficiary or the trustee shall foreclose the trustee shall for the latter event the beneficiary of the obligations secured to sell the said described real property to satisfy the obligations secured to sell the said described real property to satisfy the obligations secured thereby, whereupon the trustee shall fix the time and place of sale, give notice thereby and the property to a secured 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

thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. It is also also shown that the structure of the structu

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 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 in separate parcels and shall sell the parcel or parcels auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or interpolated in the property so sold, but without any covenant or warranty, express or interpolated in the process of the payable at the sale. The process of the payable at the sale.

15. When trustes sells pursuant to the powers provided herein, trustee the parcel of the process of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceed of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceed of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (2) the expenses of sale, inshall apply the proceeds of sale to payment of (2) the expenses of sale, inshall apply the proceeds of sale to payment of (2) th

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any research permitted by law beneficiery may from time to time appoint a successor visite appointed appointed hereunder, the latter shall be vested with all title conveyance to the successor trustee, the latter shall be vested with all title powers and duties conferred upon any crustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written featured to the second, which, when record in the ollice of the County and its place of record, which, when record in the ollice of the County and its place of record, which, when record which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 vale under any other deed of trust or of any action or proceeding in which grantor, berelickary or trustee shall be a party unless such action or proceeding is brought by trustee.

mery, who is an active member of the Oregon State Bot, a bank, trust company or the United States, a title insurance company authorized to insure title to real or any agency thereof, or an escrow agent licensed under ORS 696.505 to 698.585. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney or savings and loan association authorized to do business under the laws of Oregon of property of this state, its subsidiaries, affiliates, agents or branches, the United States or

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 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 feminine 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 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. 1305 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. (if the signer of the above is a corporative the form of admowledgment opposi-STATE OF OREGON, STATE OF OREGON, County of County of Klamath August 16 ..... 1983 Personally appeared Personally appeared the above name William R. Cotter and Marilyn Cotter ....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 acknowledged the foregoing instrument to be. tile ir voluntary act and deed. \* COPFICIAL SEAL) Before me: Ineldo Mus PUDL Notary Public for Oregon Notary Public for Oregon My commission expires: 5 2/-85 (OFFICIAL SEAL) OF DOG My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when abligations have been paid. TO: .... ..., Trustee 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 estate now held by you under the same. Mail reconveyance and documents to DATED: Land the control of the tent dent percent parents and stone Beneficiary Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delive TRUST DEED STATE OF OREGON (FORM No. 681) County of Klamath LAW PUB. CO., I ve Ranchettes I certify that the within instrument was received for record on the .... 19 day o Oregon described The Marian Cons of August , 1983., at 8:54 o'clock AM., and recorded lines, well and consign to the SPACE RESERVED in book/reel/volume No. ...M83 ..... on page ...13931 ...... or as fee/file/instru-Nothing to be to FOR RECORDER'S USE ment/microfilm/reception No.27181., 38 GOODH AVELEY STATE BANK Record of Mortgages of said County. Witness my hand and seal of TER RECORDING RETURN TO South Villey Stock Banking Box 5120 County affixed. n Cotter

Jeth,

Johns Deep

Klaneth Fells

Evelyn Biehn, County Clerk

8.00 fee ada

Deputy