

as Beneficiary, **WITNESSETH:**
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, County, Oregon, described as:
See legal description on Exhibit "A" attached hereto and made a part hereof.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and
Seventy-five thousand and no/100
sum of (\$75,000.00) Dollars, with interest thereon according to the terms of a promissory
for and made by grantor, the total payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by _____, 19____.

May 25th

not sooner paid, to be due and payable _____, 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 is sold, agreed to be

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.

then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or

herein, shall become immediately due and payable.

within real property is not currently used for agricultural, timber or grazing purposes.

to the making of any map or plat of said property: (b) join in any

[illegible][illegible][illegible]

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount necessarily paid or to pay all reasonable costs, expenses and attorney's fees, be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees, incurred by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred in indebtedness by beneficiary in such proceedings, and the balance applied upon the costs and expenses and attorney's fees incurred by beneficiary in such proceedings; and beneficiary agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation; and beneficiary agrees to execute and deliver, upon written request of beneficiary, any and all instruments necessary to carry out the foregoing provisions of this agreement.

[illegible][illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of or property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

13. Should the beneficiary elect to foreclose by advertisement and sale then default at any time prior to five days before the date set by then after the trustee's sale, the grantor or his successors in interest, respectively, may pay to the beneficiary under the terms of the trust deed ORS 86.760, the entire amount by (including costs and expenses of the trustee) not exceeding the terms of the obligation and more than such portion of the principal as would not then be due had no default occurred, and the trustee curing 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 parcels or parcels in one parcel or in separate parcels and shall sell at the time of sale. Trustee auctioneer shall accept the highest bidder for cash, payable in full, and convey the property to the purchaser if its deed is in full compliance with all laws governing the sale, and without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any purchase, excluding the trustee, but including the purchaser herein, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including any reasonable compensation of the trustee and (2) the reasonable charge by trustee's attorney, (3) to the obligation secured to the interest of the trustee and (4) the having recorded liens may appear in the order of the trustee and (5) the deed as their interests may appear in the order of the trustee and (6) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any trustee named herein from any time appointed hereunder. Upon such appointment, and without successor trustee appointed hereunder, the latter shall be vested with all title, powers and duties to the successor trustee, the latter shall be named with all title, powers and duties to the successor upon any substitution shall be made by written instrument executed by Beneficiary, containing reference to this deed as recited hereunder. Each such appointment or substitution shall be made by deed, recorded hereunder which, when recorded in the office of the County Recorder of Deeds, its place or recorder of the county or counties in which the property is situated, and its place or recorder of the county or counties in which the successor trustee.

CONCLUSIVE PROOF OF PROPER APPOINTMENT IN THIS DEED DULY EXECUTED 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 other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 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.

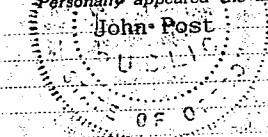
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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 corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, } ss.
County of Lane }
April 21, 1984
Personally appeared the above named
John Post



and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
(OFFICIAL SEAL) Barbara Biel
Notary Public for Oregon
My commission expires: 10-19-85

STATE OF OREGON, County of Lane) ss.
April 21, 1984
Personally appeared John Post and
who, each being first
duly sworn, did say that the former is the
president of Julee's Country Inn, Inc.

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:
Barbara Biel
Notary Public for Oregon
My commission expires: 10-19-85
(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations 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: _____, 19____
Beneficiary

Do 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
(FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor _____

Beneficiary _____

AFTER RECORDING RETURN TO
Northwest Escrow, Inc.
1307 Lincoln
Eugene, OR 97401

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy

Parcel 2

6767

A tract of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which lies South $19^{\circ} 24'$ East a distance of 1068.4 feet from the Southwest corner of Block 8, Chemult; thence following an arc of a $03^{\circ} 04'$ curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc of a $03^{\circ} 04'$ curve to the left a distance of 281.1 feet to a point; thence South $28^{\circ} 43'$ East a distance of 26 feet, more or less, to the South line of the Southwest $\frac{1}{4}$ of said Section, Township and Range; thence East along said South line a distance of 124.2 feet, more or less to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section, Township and Range; thence North along the East line of the said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 363 feet to a point; thence South $70^{\circ} 36'$ West 261.5 feet, more or less to the true point of beginning.

PARCEL 3

A parcel of land lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 268, page 143 of Klamath County Record of Deeds; the said parcel being described as follows:

Beginning on the Northerly line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ at a point 66.96 feet Northeasterly of (when measured at right angles to) the center line of the Dalles-California Highway, said point being 125.78 feet Westerly of (when measured along said Northerly line) the Northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 732+32.60; thence Northeasterly at right angles to said center line 83.04 feet to the Easterly line of said property; thence Northwesterly along said Easterly line to said Northerly line; thence Westerly along said Northerly line to the place of beginning.

EXCEPTING FROM the above described parcels, all mineral rights as reserved by Deeds recorded in Volume 105, page 177 and Volume 135, page 269, Deed Records of Klamath County, Oregon.

Exhibit "A"

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 25th day of April A.D., 1984 at 8:44 o'clock A M, and duly recorded in Vol M84, of Mortgages on page 6765.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Sam Smith, Deputy