THIS TRUST DEED, Made the 12th	darof September
(Bis TRUST DEED, Made the Lee Company, C.W. Davis, Agent	
an a	as Granto
Crater Title Company	as Truster
d James Albert Investments	, an Oregon Corporation, as Beneficiary.
WITNESSETH: That the said Grantor, in consideration t	of the sum of One Hundred Sixty Thousand Dollar
in the constant. Anna freedomaan a status a status ta an	(<u>\$ 160,000.00</u>) Dollar
arformance of the covenants hereinafter contained, does restee, in trust, with power of sale, the lands, premises	pose of socuring the repayment of the said sum with interest, and the hereby irrevocably grant, bargain, sell, convey and warrant unto the said and property situated in the County of <u>Klamath</u>
restre, in trust, with power of sale, the lands, premice ad State of Geogen, described as follows: to wit:	sins property subscore in the certainy M

A tract of land situated in the NW + SW + of Section 2, Township 39 South, Range 9 E.W.M. Recorded January 28, 1965, in Deed Volume 350 at page 590, Recorde of Elamath County, Uregon.

The second second second second second so be fixtures and a part of the real property; all plumbing, heating, in the second so be fixtures and a part of the real property; all plumbing, heating, in the second so be fixtures and a part of the real property; all plumbing, heating, in the second so be fixtures and a part of the real property; all plumbing, heating, in the second so be fixtures and a part of the real property; all plumbing, heating, in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the real property; all plumbing, heating, it is in the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a part of the second so be fixtures and a par na ang atao ng Sera-

cooking, cooling, ventilating, watering, irrigating apparatus, window shades, venetian blinds, screens and storm windows and doors, shuttars and swnings, floor coverings, machinery or any other fixtures and replacements thereof now or hereafter during the term of this Trust Deed belonging to or used in connection with the above described premises all of which are a part of the security for the this Trust Deed belonging to be and a set in the set of the set of

In addition thereto, the following described forniture, appliances and equipment or other fixtures and any replacements thereof, which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the granted premises and property, together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises including all water rights, all buildings and improvements thereon (or that may hereafter be crected thereon), together with the reversions and remainders, rents, ssues and profile thereof. SUBJECT, HOWEVER, to the right, power and suthority hereinafter given to and conferred upon Benefictary to collect and apply such rents, issues and profits.

And the Grantor hereby covenants with the said Beneficiary as follows:

PIRST: The Granter will pay to the order of the Beneficiary at such place as may be designated in said order the sum above designated as consideration for this Trust Deed together with interest thereon, said sum to be paid in accordance with the terms of a certain promissory note of notes dated SepSemDer 12, 19, 00, it not sconer paid.

SECOND: The sociality of this Trust Devid shall also extend so and cover any additional loan or loans or advances made by the Beneficiary to the Grantor or any of his successors in ownership of the real extrate and property hereby conveyed; provided that the maturity of such additional debt shall not be later than the time specified for the payment of the original debt accused hereby. This paragraph shall not, however, restrict or affect other advances, including any advances for taxes and insurance provided for elsewhere herein.

THIRD: The Crantor is lawfully served of the above described premises and property in fee simple, and is the sole and exclusive owner thereof and has the right to execute this Trust Deod and will forever warrant and defend the titls thereto against the lawful claims of all persons whomsoever. The tail premises and property are free from all encombrances and lien, except:

FOURTH: During the entire life of this Trust Deed the buildings and improvements expected and to be erected upon said premises, and the personal property described herein, if any, shall be kept insured by the Grantor against less or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as shall be satisfactory to the Beneficiary. All the insurance written on the subject premises and property described herein, if any, shall be kept insured by the Grantor against less or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as shall be satisfactory to the Beneficiary. All the insurance written on the subject premises and property the life of this Trust Deed, Grantor agrees to deliver to the Beneficiary shall be entitled to the possession of all such insurance policies during the life of this Trust Deed, Grantor agrees to deliver to the Beneficiary shall be entitled to the possession of less than ten calendar days before the expiration of the policy or policies to be renewed and replaced. The cash value or the uncerned premium of all such insurance policies is hereby assigned to the Beneficiary is additional security to the loan and in event of sale by the Truste or other transfer of tille to the subject property in extinguisiment of the dobt secured hereby, all right, title and interest of the Grantor in and to any such insurance policies then in force shall pass to the Beneficiary. The Grantor will pay the premiums for said insurance as the same shall become due. The Beneficiary shall not be responsible for loss or damage growing out of a defect or non-payment of loss under any such policy of insurance. If the premises or property, covered hereby, or any pert intercof, shall be damaged by fire or other tharder base which or insurance is held, the amounts policy and respliciely to the semiciary, at its option, either thorn any estimation of the premises and property to for other purposes; said repairi

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SEVENTH: Together with and in addition to the mosthly payments of principal and interest payable under the terms of the note or notes secured hereby the Grantor, at Grantor's option, may elect to pay to the Beneficiary, until the said note or notes are fully paid, the following:

A sum equal to the premisers that will next before payable on policies of fire and other hazard insurance covering the subject property, plus taxes and assessments next due on the subject property (all as estimated by the Beneficiary, and or which the Gamtor is notified) less all sums already poid therefor, divided by the number of months to show before one month pair to the date when such premiums, taxes and assessments will become definquent, such sums to be held by Beneficiary to pay such premiums, taxes and assessments before the same become definquent.

The undisbursed balance of all of the sums so beld in trust are hereinafter referred to as Trust Reserves. The total of the monthly payments of interest, principal, taxes, hazard insurance premiums and essentients, if any, is hereinafter referred to as the Aggregate Monthly Payment.

Any deficiency in the amount of any such Aggregate Monthly Payment of which the Grantor is notified shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Trust Doed.

If the Trust Deed and the note thereby secured as in good standing, and if after the annual taxes are paid there is a surplus in the Reserves, then upon written request of the Grantor, the Beneficiary shall return such surplus to the Grantor.

If there shall be a default under any of the provisions of this Trust Deed and the note or notes thereby secured and thereafter there is a sale of the premises by the Trustee in accordance with the provisions hereaft, or if the Beneficiary otherwise acquires the property after default, Beneficiary shall apply, at the time of commencement of such proceedings or at the time Beneficiary otherwise acquires the property, the balance then remaining, if any, in the Reserves as a credit against the amount of principal then remaining unpaid under taid note.

EIGHTH: The Grantos will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the above described property and will use the above described premises only for lawful purposes and will not commit nor suffer strip or waste upon said premises and will not do or suffer to be done any act or thing which may in any way impair the accurity of this Trust Deed. The above described premises and all improvements thereon shall at all times be kept in a second state of preservation and in good repair; the character and usage of the above described property shall not be changed, and alterations in the above described property or additions thereto shall not be made without the written consent of the Beneficiary. In the event of an actual threatened destruction or removal of the improvements or property on the above described premises, the Beneficiary may, at its option, declare the entire debt hareby secured due and payable.

If the loan secured hereby or any part thereof is being obtained for the parposes of constructing improvements on the above described property, any default under the construction loan agreement shall also be a default becauder.

The Trustee upon presentation to it of an affidavit signed by the Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein; and to act thereon hereunder.

NINTH: In the event that any portion or all of said property shall be taken under the right of eminent domain or condomnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monits payable 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 incurred by Grantor in such proceedings, be paid to Beneficiary, and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied by it first upon the indebtedness secured hereby; and Grantor sprees, at its own expense to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

TENTH: At any time and from time to time upon written sequest of Beneficiary, payment of the Trustee's fees and presentation of this Deed and the notes for endortement or in case of full reconveyance, for cancellation, without affecting the Mability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting say essement or creating any restriction thereon; (c) join is any subordination or other agreement affecting this Deed or the lien or charge thereof; (d) reconvey, without warnanty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally estitled thereto", and the recitals therein of any matters or facts at all be conclusive proof of the truthfuinces thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5,00.

ELEVENTH: This Trust Deed and the note or notes hereby secured may be extended or modified by the Beneficiary at any time for the Granter hereunder without notice to any other person, firm or corporation and without releasing the Granter or any subsequent guarantor or payor from any liability hereunder or under said note or notes and without impairing, altering or affecting the lien of this Trust Deed in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of each Granter and shall innue to the benefit of any successor in interest of the Beneficiary. It is agreed that if any note or notes estured hereby be assignment of this Trust Deed, then the Trustce shall hold this Trust Deed in trust for the benefit of such assignees, and may foreclose such Trust Deed for the benefit of such assignees to the same extent as though such notes had not been assigned.

TWELVETH: All rents, issues, income and profits derived from the said premises and property are hereby assigned to the Beneficiary as additional accurity, in the event of default of the Grantoz in any respect under this Trust Deeft, the Beneficiary shall have the right to collect and retain the rents, issues, income and profits derived from the above described premises and property, including those past due and unpaid. Said rents, issues, income and profits shall be applied by the Beneficiary, at its option, in payment of operating costs and reasonable expenses in connection with the operation and management of the above described premises, in payment of customary costs and charges for collection and management, or upon any indebtedness due of which may become due upon said notes or notes, or upon or under this Trust Deed. The Beneficiary shall have the right at its option to enter into and require any tenants or occupants of take possession thereof in the event of default and to collect said reats, issues, income and profits therefrom and require any tenants or occupants of said promises to make payments to the Beneficiary of rents or of other charges arising out of the use and occupancy of the above described premises and take possession thereof in the event of default and to collect said rents, issues, income and profits therefrom and require any tenants or occupants of said promises to make payments to the Beneficiary of rents or of other charges arising out of the use and occupancy of the above described premises and property.

THRTEENTH: The entering upon and taking possession of the above described premises and property, the collection of such rents, issues and profits, or the proceeds of firs and other 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 waive any default or notice of default hereander or invalidate any act done pursuant to such notice.

FOURTEENTH: in the event it becomes necessary in the judgment of the Beneficiary so to do, the Beneficiary, without notice and without regard to the value of the said premises or to the adequacy of the accurity for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a Receiver and to have appointed a Receiver to manage and control the above described premises and property. In the event the Beneficiary or any Receiver enters into possession of the above described premises and property, any personal property owned by the Grantor and remaining in or about the above described premises may be used without charge by the Beneficiary or Receiver in the operation of the premises, et may be removed by the Beneficiary or Receiver, and in no event shall the Beneficiary or Receiver be held liable or responsible in any manner for injuries, loss, destructions or damage to such property et any particul thereof.

FIFTEENTH: The Grantor agrees to pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.

The Grantor agrees to appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiary or Trustoe; and to pay all costs and expenses, including cost of eridence of title and attorney's feer in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any action brought by Beneficiary and Trustee to foreclose this Trust Deed.

SIXTEENTH: Should the Grantor be or become in default in any of the covenants or agreements contained hereis, then the Beneficiary at its option, may perform the same and all expenditures made by the Beneficiary is so doing, or under any of the covenants or agreements herein, shall draw the same rate of interest as is provided to be paid on the principal of note or notes secured by the Trust Deed and all such expenditures shall be repayable by the Gamtor without demand; and, together, with interest and costs accruing thereon, shall be secured by this Trust Deed; and the rights and daties of the parties covenants for this paragraph thall apply equally to any and all part payments or advances made by the Beneficiary for any of the purposes herein referred to.

SEVENTEENTH: That in the event of a tale of the above described premises and property or any part thereof, or in the event that the Grantor's equity of ownership of the above described premises and property or any part thereof shall be terminated by action of law or otherwise, without the written consent of the Seneficiary being first obtained, the entire balance under the note or notes secured by this Trust Deed shell at the Beneficiary's election become immediately due and payable.

EIGHTEENTH: Upon default by Grantor in payment of any indebtedness secured hereby or is performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and electics to sell the trust peoperty, which notice Trustee chall cause to be day filed for second. If Benoficiary decimes shall proverty to be notic, it chall deposit with Trustee this Trust becer and all provintsoury notes and documents sublements excand hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as required by law.

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such payment shall also pay to the Benelkinty of a Benelkinty's costs and superior becaused up its and them in underlang the bound of the cost status, including Trustee's and Alternay's less and exceeding bill rank if scenario. By accepting any payment of any rank based shareby the under its data data Benelkinty, does not write its right sitted to require prompt playment of all other superior payment of any rank declare data its data data. Benelkinty, does not write its right sitted to require prompt playment of all other superior promotion in the declare data its data DW.

"TWENTIETH: Granter shall not, without the prior written tension of Sensiticity, Imader Granter's interest in the property of any part thereod, whether or not the transferse assumes or agrees to pay the indebicitient hardy series. Upon any population for Beneficiary's consent to such a transfer, Beneficiary may require from the transferse such information as would actually be required if the francficre were a new lose applicant. Beneficiary shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Beneficiary may impose a service charge and may increase the interest rate of its indebicities hereby secured.

TWENTY-FIRST: When Trustee acids pursuant to the powers provided heavin. Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee, (2) to the obligation secured by the Trust David, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the Trust David as their interest may appear is order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entities to reach surplus.

TWENTY-SECOND: Recoveryance. Upon payment of all same secured by this Deed of Trust, Londer shall request Trastee to reconvey the Property and shall surrender this Deed of Trust and all notes explanating indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or petiese legilly entitled thereto. Such person or persons shall pay all costs of recordation, if any.

TWENTY-THIRD: Substitute Trastes. In accordance with applicable law, Lender may from traste to time remove Trastee and appoint a successor trustee to any Trastee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

TWENTY FOURTH: Use of Property. The Property is not carrently used for agricultural, timber or grazing purposes.

TWENTY FIFTH: Attorney's Fees. As used in this Deed of Trest and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be availed by an appellate court.

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IN WITNESS WHEREOF, Bornower has executed this David of Trans.

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Suit of Grantiness		an list new Provinsi		area and bedareas	
STATE OF OREGON,		-1.			
County of	(lawith)				
	ED, That on this21s t		of October		, A.D. 19 <u>86</u> ,
. 1012 COMILIN					
before me appeared		C. W. Davis			and
	e e se an			The second second	n, who being duly sworn,
	the second s		boin c	I IIIs beholeni reow	II' with befold and success
			is the	Agent	
did say that he, the sai	a <u> </u>				전망 : 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200
said	بسيوناهم	is the	Sei	retary of	Lee_Company
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	建物性的 计可以问题 医口腔的腹腔 网络感染的复数形式 机合理	있는 일을 수 없는 것을 많이 많이 있다. 그 가지는 것을 것을 많이 같이 가지요?	승규는 방법을 가지 않는 것이 같은 것이 없는 것이 없이 않이 않	A REAL PROPERTY OF A REA	Johlo namad Corneration

and that the seal affixed to use instrument is the corporate seal of said Corporation, and that the said instrument was signed and scaled in behalf of said

Corporation by authority of its Board of Directors, and that said

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acknowledged said instrument to be the free act and deed of said

Corporation.

IN TESTIMONY WHEREOF "I have accounted set my hand and affined my official and, this the day and year first in this, my certificate, written.

Obvis

STATE OF OREGON: COUNTY OF KLAMATH: 55.

Filed for record at	manuart of		the	22nd day
Filed for record at	A.D. 1	9 86 at 8:43	o'clock A M., and duly recorded in Vol.	<u>N86</u> ,
OI	of	Mortgages		
			on Page 19185. Evelyn Biebn, County Clerk By Frank Strain	The
FEE \$13.09			By	