TRUST DEED Vol. m&6 Page 20281 S67924 THIS TRUST DEED, made this 23 day of NOGOST, 19 6, between ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH in Block of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County. If you all names frager, Report or process to the rules and regulations of the diffice of investate Lord Suice Registration, if you all names fragers are presented in advance of your digning the contract or agreement this contract or agreement may be considered the process of the same of alguing. which we have the constant of the state of t to the court of the country 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 FOR THE PURPOSE OF SECURING PERFORMANCE of each present of granton herein contained and payment of the sum of beneficiary or order and made by grantor, the final payment of principal and interest thereon according to the terms of a promissory note of even date herewith payable to The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said nute becomes the and payable. In the event 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 the 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 the and payable. In the event lained 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 obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein; 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 permit any wate of said property.

To oppose or demolish any building or improvement thereon; not to commit or complete or restore promptly and in good and workmanitke manner any particultural and in good and workmanitke manner any on the property of the property and the property public office or offices, as any particultural and property. If the beneficiary is requests to ion in executing as the cost of particultural and to pay for filing same in the proper public office or offices, as any particultural and property. If the beneficiary is requested to general and to pay for filing same in the proper public office or offices, as any particultural and property is under the proper public office or offices, as any particultural and property is one of the proper public office or offices, as any particultural and property is one of the proper public office or offices, as any particultural and property is one of the proper public office or offices, as any particultural and property is one of the proper public office or offices, as any particultural and property is one of the property in good condition and repair any particular and property is good condition and restored the property is good condition and restored in the p restriction thereon. (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; (d) reconvey, without warranty, all or any part of the projecty. The grantee in any reconveyancy be described as the "person of the conclusive proof of the truthfulness thereof, of any matters or facts shall mentioned in this pragraph shall be not less than \$5.5 test for any of the services 10. Upon any factor they grantor hereunder, beneficiary may at any time with without regard to the preson, by agent or by a receive to be appointed by a court, with without regard to the dedquacy of any security for the beappointed by a court, with without regard to the dedquacy of any security for the backpointed by a court with without regard to the contact upon and take possession of said property or my part thereof, in its own areas usupaid, and apply the same, less costs and expenses of operation and collect and including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. part intereof, may be released to grantor. Such application or release shall not care on waive any default or notice of default thereunder or involving any act done pursuant.

5. To keep said premises free from construction and to pay all taxes, or seasons and other charges that may be levied or ascend upon or against said due or delinquent and promptly deliver receipts therefor beneficiary; should the other charges payable ment of any taxes, assessments and other charges become payable stantor fall to make payable with which to make such payable in surance premiums lieus of beneficiary with funds by grantor, either by direct payment or by providing option, make payment thereof, and the amount so paid with interest at the rate set paragraphs 6 and 7 of this trust deed still be added to and beligations described in secured by this trust deed still be added to and some some part of the deby the covenants hereof and for such payments, with interest as aforesaid, the property they are bound for the powent of the obligation should be secured by this trust deed by the covenants hereof and or such payments, with interest as aforesaid, the property they are bound for the powent of the obligation herein to the same extent that payments shall be timmediately due and payable without a discrebed, and all such thereof shall, at the option of the beneficiary, 'render all such constitutes as the constitute of the stant secured by this trust deed meaning the other costs and expenses of this trust deed.

7. To appear in and defend any action or proceeding nurnoring to affect the and cause to be recovered to satisfy the obligations of described real property to satisfy the obligations of the satisfy the his obligation.

To appear in and defend any action or proceeding purporting to affect the property of the process of the proc

It is mutually agreed that:

As 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, it is a such taking, which are in excess of the amount required to pay all restoughts costs, such taking, which are in excess of the amount required to pay all restoughts costs, and such taking, which are in excess and attorney's feet, beneficiary and supplied by it first upon any reasonable costs and expenses and attorney's feet, beneficiary, and the first and appellate concessarily point of incurred by grantor is applied upon the indebtedinest secured hereby, and grantor agrees, at list own obtaining such compensation, promptly upon be instruments as shall be necessary in 9, 41 and the compensation, promptly upon the instruments as shall be necessary in 9, 11 and in the compensation, promptly upon the instruments as that be necessary in 9, 11 and promptly upon the instruments as that be necessary in payment of its feat and presentation of this deed and the note for endorsement fin person for the payment of cancellation, without affecting the liability of any of any map or plat of said property; (b) join in granting any easement or creating any It is mutually agreed that:

excluding the trustee, but including the granter and beneficiary, may person, sale.

15. When trustee sells pursuant to the powers provided herein, trustee stall apply the proceeds of sale to payment of [1], the expenses of sale, including the apply the proceeds of sale to payment of [1], the expenses of sale, including the configuration of the trustee and a reasonable charge by trustee sattorney, [2] to the subsequent to the interest of the trust deed [1] to all persons having recorded lient subsequent to the interest of the trustee in the trust deed as their interest may his successor in interest annually mapped in the property of the trustee annually the surplus, if any, to the granter or to [1] for any reason permittee by law beneficiary may from time to time appointed hereunder. Upon such appointment, and without conveyance to the successor of successors to lary trustee named herein or to any successor instead appointed hereunder. Upon such appointment, and without conveyance to the supposition shall be made by writtee the appointment, and without conveyance to the supposition shall be made by write instrument executed by beneficiary, containing office of the County Clerk or Recorder of the county or country, containing office of the County Clerk or Recorder of the county or conveyance is which the trustee.

Trustee.
17. Trustee accepts this trust when the deed Dab executed and acknowled is made a public record as provided by the Trustee is not adjusted to notify party hereto of pending sale under any other deed of trust or of any action proceeding in which grantor, beneficiary or trustee shall be a party unless such act or proceeding is brought by trustee.

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 titled thereto

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 fille insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

SPACE RESERVED FOR RECORDER'S USE Beneficiary County affixed. AFTER RECORDING RETURN TO FN Petry Pasadera, Ca 91101 mounts and has grandened and the Klamath County Clerk Evelyn Biehn, By And Mark Doputy

at .1;22 ... o'clock ... PM., and recorded in book M86 on page 20201. or as file/reel number .67024 Record of Morigages of said County. Witness my hand and seal of