STATE OF OREGON, Do nal, lose or desirer this Irvit Cood OR THE WOTE which it secures, Sold must be delivered to the higher or constitution by the

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 rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. tion with said real estate.

augustion Fig. 1985. OF SECURING PERFORMANCE of each agreement of frantor herein contained and payment of the sum of LEIGHTEEN, THOUSAND, AND, NO/100

note of even date herewith, payable to beneticiary or order and made by granter, the final payment of principal and interest hereof, it not sooner paid to be due and payable. Some 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. 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 granter without tirst having obtained the written consent or approval of the beneficiary, then, at the beneficiary option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the above described real property is not currently used for agricultural, timber or grazing purposes.

becomes due and payable. In the event the within the sold conveyed, assigned or alienated by the grantor without lirst then, the beneficiary's option, all obligations secured by the instruction, the beneficiary's option, all obligations secured by this instruction in the beneficiary's option, all obligations secured by this instruction in the beneficiary of this trust deed, grantor agrees.

To protect the security of this trust deed, grantor agrees.

To protect the security of this trust deed, grantor agrees.

At To every the security of this trust deed, grantor agrees, and which is the security of the security of

ultural, timber ar graxing purposes.

(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 of other agreement allecting this deed or the lien or charge granting any reconveyance may be described as the "person or persons thereof." All reconvey, without warranty, all the apparent of the property. The figure of the property of the property of the property of the property of the property. The figure of the property of the property of the property of the property. The figure of the property of the property, and the application of such cents, issues and profits, or the proceeds of tire and other property, and the application or release thereof as aloresaid, shall not cure or property, and the application of release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or pursuant to such holic.

I upon default by grantor in payment of any indebtedness secured hereby of in his performance of any agreement hereunder, the beneficiary may event the beneficiary at his election may proceed to foreclose this trust deed advertisement and sale. In the lattice the truste to foreclose this trust deed and negative and cause to be recorded his written notice of default and his election hereby where under the property of the prope

together with trustee a and attorney a tees not exceeding the amounts provided by law.

14: Otherwise, the sale shall be held on the date and at the time and be postponed as provided by law. The trustee may sell said property either an one parcel or mis separate parcels and shall sell the parcel or parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed norm as required by law. The trustee the property so sold, but without any covenant or warranty, express or instance that the same shall deliver to the purchaser its deed norm as required by law the trustee the property so sold, but without any covenant or warranty, express or instance that the same shall deliver to the parcel said be conclusive proof the furthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the grantor and beneliciary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale of payment of (1) the expenses of sale, including the compensation of the frustee and a reasonable charge by trustee's actioney, (2) to the obligation secured by the trust deed, (3) to all personable charge the content of the interest of the frustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus. 6. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment, and without conveyance to the successor trustee appointed herein trustee, the successor trustee appointed herein trustee, the successor trustee appointed herein trustee herein named or appointed herein powers and duties conterred and substitution shall be made by written internet executed by beneficiary, which the property is simuled, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

7. 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 proceeding in which frantor, beneficiary or trustee that the 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 its 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 till 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.

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A tract of land situated in Section 33, Township 38 South, Range $11\frac{1}{2}$ East, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the one-sixteenth section line from which the SW corner of the SE½ SE½ of said Section 33 bears SO0° 13' 15" West, 1322.60 feet; thence NOO°13'15" East on said one-sixteenth line, 1636.98 feet to a point on the south right of way line of the Klamath Falls-Lakeview Highway; thence Easterly on said right of way line, along the arc of a curve to the left (Radius=1482.40) 547.63 feet; thence, leaving said right of way line, South 1607.06 feet; thence, West 550.00 to the point of beginning,

EXCEPTING THEREFROM, all that portion of real property situated in Section 33, Township 38 South, Range $11\frac{1}{2}$ East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point on the one-sixteenth section line from which the Southwest corner of the SE¹/₂ of the SE¹/₂ said Section 33, bears South 00°13'15" West, 1,322.60 feet; thence North 00°13'15" East, 1,236.98 feet to the true point of beginning; thence North 00°13'15" East, 210.00 feet; thence East 207.50 feet; thence South 00°13'15" West, 210.00 feet; thence West 207.50 feet to the true point of beginning.

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Filed for record at request	of		the	5th day
of March		2:00 o'clock <u>P</u>	M., and duly recorded in	
		fortgages on	Page 3537 .	
		Ev el	yn Biehn, County Clerk	1 A
FEE \$13.00		By 💆	Popon	amila.)