THIS TRUST DEED, made this 24 MARCH 1987. between ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. Barreller gestätte get also till at andere gestätte get also till at 8

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 greement of grantor herein contained and payment of the sum of herein state above, or any part thereon, or any pure therein, at the beneficiary or order the sum of approvide the sum of the sum

obtained the written property, or any part thereof, or any interest therein its sold, agreed to be considered the written consent or approval of the beneficiary, then, at the beneficiary's option, all the above described teal 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, provided the property. The property is good condition and repair, provided the property of the property. The property in good condition and repair, provided the property of the property. The property of the property of the property of the property. The property of the property of the property of the property of the property. The property of the proper

part thereof, may be released to grantor. Such application or release shall not cure or to such notice.

Some any fegulat or notice of default hereunder or invalidate any act done pursuant to such notice.

Some age said premises free from construction lines and to pay all taxes as a session of the chargest that may be levied or assessed upon or against such actions and the property description of the session of the chargest such acts assessments and to charges become pay the or delinquest and promptly dece, assessments and such acts agreement of any large assessments and charges become payed after the session of t

with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee: and in any suit, action or proceeding in which the beneficiary or trustee may appear including any suit, action or the beneficiary in the security respectively. The security respectively in the security respectively in the security of the between the grantor and the beneficiary or the trustee including evidence of title and be entitled to the attorney's fees herein described; then the prevailing party shall expect the security of the It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the fact of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right, if it so such taking, which are in excess of the amount required to pay all reasonable costs such taking, which are in excess of the amount required to pay as compensation for such taking, which are in excess of the amount required to pay as compensation for expenses and attorney's fees necessarily paid or incurred by seneficiary and applied by it first upon any reasonable expense, to take such curred by beneficiary in such proceedings and the colonies expense, to take such clims and execute such years of any or and the colonies expense, to take such clims, and execute such years and the colonies expense, to take such clims, and execute such surfaces and the colonies obtaining such compensations, promptly upon beneficiary request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and from time to time upon written request of beneficiary, case of full reconveyance, estimation of this deed and the note for endorment (in payment of the payment of for cancellation), without affecting the liability of any 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 reded or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any teneveyance may be described as the "person be conclusive prof in the truthful and net recitals therein of any matters or facts what I.0. Upon and for the truthful and the set than \$5.

In Jupon and feel dealth by grantee the set than \$5.

In Jupon and dealth of the set the set of the services without regard to person, by agent or by exempte, beneficiary may at any time with most regard to person, by agent or by excluser to be appointed by a court, and entire upon and take consistent of any securety for the indebtedness person, by agent or otherwise colors of the services of the servic

impald, and apply the same, less costs and expenses of operation and councing, reasonable astorney's fees subject to paragraph 7 hereof upon any including reasonable astorney's fees subject to paragraph 7 hereof upon any 11. The entering upon and taking possession of said property, the collection of compensation or awards for the proceeds of fire and other insurance policies or notice of a policies and profits or the proceeds of fire and other insurance policies or notice of default hereunder of any taking or damage of the property, and the applicant or release thereof as aforesaid, shall are core waite and gradult or in this per prince of any agrandiate any act don't cure or waite and efault or in his per prince of any agrandiate any act don't cure or waite and efault or in his per prince of any agrandiate any act don't per pursuant to such no default or in his per prince of any agrandiate in payment of any hetelediness secured hereby or described rely immediately due and payable. In such described rely immediately due and payable, in such an event and if here the hereficiery may proceed to for lost this trust device of any agrandiately that the majner property is currently used for agricultural timber or granting purposes, is not so currently used, the beneficiery set his trust deed in majner proceed to foreclose this trust deed in majner proceed to foreclose this rust deed in major proceed to foreclose this and cause to be and sale. In the latter evice: the trustee to-foreclose this frust deed by described real property to satisfy the beneficiary or the trustee shall execute trustee shall fix the time and place of sale, give notice thereof while the said law, and proceed to foreclose this trust deed in the manner provided in ORS/86.740 and the sale than the beneficiary elect to foreclose by advertisement and sale then the beneficiary or his successor in sucress, response to provide and provided by ORS 86.740 and proceed to foreclose this trust deed in the manner provided in ORS/86.740 and expenses actually i

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale, sale, and the process of sale to payment of 11, the expenses of sale, including the apply the proceeds of sale to payment of 11, the expenses of sale, including the compensation of the payment of 11, the expenses of sale, including the sales and the payment of the payment of 11, the expenses of sale, including the subsequent to the by the trust deed 11, to all persons away recorded them appear in the order of their priority and the trust deed as their interests of the surplus of the trust deed of their interests of the surplus of the surplus of the interest of the surplus of the surplus of the surplus of the grantor or to sale successor or successor permitted by law beneficiary may from time to time appoint a successor or successor permitted by law beneficiary may from time to time appoint a successor or successor to sale supportant thereunds thereunds, the surplus of the successor business the sale supportant thereunds, the surplus of the successor business that the surplus of the successor function shall be made by appearing the surplus of the successor function that trust deed and server in the country of counties in which the function of the successor is situated, shall be conclusive proof of proper approximents of the successor function.

17. Trustee accepts this trust when this deed, duly executed and acknowledged to the successor successor.

property is situated, shall be conclusive proof of proper opportunities of the states.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in 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, been ficiary or trustee shall be a party unless such action 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 altorney, 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 tills 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.

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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 it 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 terminine 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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the

signing of the contract or agreement. If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. * 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 or 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. If compliance with the Act not required, disregard this notice. George Richard Smith WITNESS: Kerry S. Penn ·(If the signer of the above is a corporation, use the form of acknowledgment apposite.) (ORS 93.490) STATE OF _ STATE OF., 19...... Personally appeared each for himself and not one for the other, did say that the former is the Personally appeared the above named president and that the latter is the and acknowledged the foregoing instrusecretary of..... and that the seal affixed to the foregoing instrument is the corporation of said corporation and that said 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: ment to bevoluntary act and deed. Before me: (OFFICIAL SEAL) Notary Public for ... (OFFICIAL SEAL) My commission expires: Notary Public for . My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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... 19....... DATED: 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 m STATE OF OREGON TRUST DEED County of I certify that the within instrument was received for record on the day of _____, 19 at o'clockM., and recorded in book .. on page Grantor or as file/reel number SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County offixed. Reneficiary AFTER RECORDING RETURN TO Title