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 connec-

now or necessiter appetizing, and the fema, seems of the side with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTEEN THOUSAND AND NO/100—

becomes due and payane. Ill the process of the state of the part of the state of the payable. The state of the payable of the payable. The above described real peoperty is not cunnity used for ognicult and the payable. The above described real peoperty is not cunnity used for ognicult and payable. To protect the security of this trust deed, grantor agrees:

I. To protect, presers and maintain and property in good condition and regain, but to receive 'er demolish any building or imposement thereon, and no converte or primary and maintain and property.

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

I. To protect, preserve and maintain and property in good condition and regain, but to receive 'er demolish any building or imposement thereon, and the pay when due all costs north constructed, damaged or destroyed therein, and pay when due all costs north controlled, damaged or destroyed therein, and pay when due all costs north controlled, damaged or destroyed therein, and pay when due all costs north controlled, and the payable of the property and the benefit of the property and the property public stores of liters, as well as the cost of all line searches in the brings of the property public stores of liters, as well as the cost of all line searches in the brings of the property public stores of the buildings of the property public stores of the buildings of the property public stores of the property public stores of the public stores of the property public stores of the public stores

(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 or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey without warranty, all or any part of the property. The grantee in any reconvey without warranty, all or any part of the property. The grantee in any reconvey without warranty, all or any part of the property. The beconclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this particular thereof. Trustee's fees for any of the services mentioned in this particular particular property of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in its aname sue or otherwise collect the rents, issues and profits, including those part due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or release thereof any taking or damage of the property, and the application or release there as aloresaid, shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby immediately due and payable hin such an event the beneficiary at his election may proceed to foreclose this trust and event the beneficiary or the trustee shall execute and cause to be recorded his written notice of sale, give notice thereof as the necessary to a story the obligation secured hereby and the early at his election may proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced to reclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other person so privileded by ORS 86.753, may cure the detault or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided by law.

together with trustee's and attorney's lees not exceeding the amounts provided by law.

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 property either in one parcel or in separate pacels and shall sell the parcel or parcels at suction to the highest bidder for sal, apable at the time of sale. Trustee thall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed only matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, 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 the compensation of the trustee and a reasonable charge by trustee's storney, (2) to the obligation secured by the trust deed, (3) to all persons heaving accorded liens subsequent to the interest of the trust set trust eard a rest of the trust and the trustee as the trust eard at the trust and the trustee as the trust eard at the trustee and a treasonable charge by trustee's accorded liens subsequent to the interest of the trust are trust eard at the trust and the trustee as the trust eard and the trustee and the trustee are trust eard at any, to the grantee or to his successor in interest entitled to such surplus. If any, to the frantee or to his successor in interest entitled to such surplus.

surplus, it any, to the grantor of to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors of any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein deep successor trustee. The latter shall be vested with all tille, powers and deep conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named by written instrument executed by beneficiary, which, when recorded in the mortfage records of the county or counties which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

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 feature, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: the Trust Ceed 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 lean association authorized to do business under the leves of Oregon or the United States, a title insurance company authorized to insure title to real property of this stare, in subsidiaries, efficience, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 676.505 to 676.555.

	The grantor covenants and agrees to and with the beneficiary and those claiming under he beneficiary and those claiming under he beneficiary and has a valid, unencumbered title the	10210
	The grantor covenants and agrees to and with the beneficiary and those claiming under he fully seized in fee simple of said described real property and has a valid, unencumbered title the	
	a valid, unencumbered title at	im, that he is law-
	and that he will warrant and forever defend the	reto
	and that he will warrant and forever defend the same against all persons whomsoever.	
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	(Example 1) for grantor's personal family or house	The state of the s
	The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed an (a) primarily for grantor's personal, family or household purposes (see Important Notice below).  This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrated hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so required the purpose of the p	
	fender includes the in-	
	This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legates, administrate benefit of and binds all parties hereto, their heirs, legates, devises, administrate benefit includes the teminine and the neuter, and the singular number includes the plural.  IN WITNESS WHEREOF, said grantor has hereunto set his hand.	trators, execute
	IMPORTANT NOTICE D.	e, of the contract es, the masculine
	as such word is defined in a is applicable and at the surranty (a) as the	H
	beneficiary MUST comply with the Act and Regulation by making required frequency for this purpose use Stevens-Ness Form No. 1319, or equipole.  We compliance with the Act is not required, discounted the Act is not required, discounted to the Act is not required, discounted to the Act is not required.	Written.
	is not required, disregard etc. 1319, or equivalent	
د	Daulene K. D.	
	STATE OF OREGON	The bales with the second
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	County Co	
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	Dain & Darlene K. 19 ,by	
	Sign By Command	
	(SEAL) B C Notery Public for Oregon Notery B.S.	
	My commission expires: 9-26-87  My commission expires:  My commission expires:	
		(SEAL)
	TO:  REQUEST FOR FULL RECONVEYANCE  To be used only when obligations have been poid.	
	crust deed have been fully and holder of all	
	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 setate now held by you under the same, Mail reconvey, without warranty, to the parties designated by the terms of said trust of DATED:	
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	By	
	Deputy	

A parcel of land located in the SE1/4 of Section 18, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of said Section 18; thence North 01 degrees 03' 41" East along the East line of said Section 18, a distance of 560.00 feet to a 1/2 inch iron rod; thence North 89 degrees 08 04 West along a line parallel with the South line of said Section 18, a distance of 365.00 feet to a 1/2 inch iron rod; thence North Ol degrees O3' 41" East along a line parallel with the said East line, 434.66 feet to a 1/2" iron rod; thence continuing along said parallel line, 42 feet more or less to the center thread of Crescent Creek; thence Westerly along the center thread of Crescent Creek, 515 feet more or less to a point on the Westerly right of way of an easement and right of way recorded May 7, 1979 in Volume M79, page 11935, Microfilm Records of Klamath County, Oregon; thence Southerly along said right of way, 40 feet more or less to a 1/2" iron rod; thence continuing Southerly along said right of way, South 18 degrees 02° 08" West, 171.21 feet to a 1/2 inch iron rod; thence continuing along said right of way along the arc of a 130.00 foot radius curve to the left, 141.41 feet (the chord bears South 13 degrees 07' 37" East, 134.54 feet to a 1/2 inch iron rod); thence continuing along said right of way along the arc of a 95.68 foot radius curve to the right, 75.73 feet; (the chord bears South 21 degrees 36' 51", 73.77 feet to a 1/2 inch iron rod); thence South 01 degrees 03' 41" West along said right of way, 80.75 feet to a 1/2 inch iron rod on the Northerly right of way of an easement recorded December 11, 1978 in Volume M78, page 27809, Microfilm Records of Klamath County, Oregon; thence North 89 degrees 08' 04" West along said Northerly right of way, 455.00 feet to a 1/2 inch iron rod; thence North Ol degrees O3' 41" East along a line parallel with the East line of said Section 18, a distance of 397.15 feet to a 1/2 inch iron rod; thence continuing North Ol degrees 03' 41" East along said parallel line, 25 feet more or less to the center thread of said Crescent Creek thence Northwesterly along said center thread, 300 feet more or less to a point that lies North Ol degrees 03' 41" East, 60 feet from a 1/2 inch iron rod which is North 89 degrees 08' 04" West 1575.00 feet, and North Ol degrees 03' 41" East 1089.38 feet from the point of beginning; thence South Ol degrees 03' 41" West, 60 feet to said last mentioned iron rod; thence continuing South 01 degrees 03' 41" West along a line parallel with the East line of said Section 18, 529.38 feet to a 1/2 inch iron rod; thence North 89 degrees 08' 04" West along a line parallel with the South line of said Section 18, a distance of 1058.67 feet to a point on the North-South centerline of said Section 18; thence South Ol degrees Ol' 37" West along said centerline, 560.00 feet to the South 1/4 corner of said Section 18; thence South 89 degrees 08' 04" East along the South line of said Section 18, a distance of 2633.33 feet to the point of beginning.

EXCEPTING THEREFROM a parcel of land located in the SE1/4 of Section 18, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Southeast corner of said Section 18; thence North 89 degrees 08: 04" West along the South line of said Section 18, a distance of 870.00 feet to a 1/2 inch iron rod; thence North 01 degrees 03. 41" East along a line parallel to the East line of said Section 18, a distance 560.00 feet to a 1/2 inch iron rod; thence North 89 degrees 08, 04" West along a line parallel with the South line of said Section 18, a distance of 455.00 feet to a 1/2 inch iron rod; at the true point of beginning, thence North 01 degrees 03' 41"
East along a line parallel with said East line, 397.15 feet to a 1/2 inch iron rod; thence continuing North 01 degrees 03' 41" East 25 feet, nore or less to the center thread of Crescent Creek; thence Northwesterly along said center thread, 300 feet more or less to a point that lies North 01 degrees 03' 41" East, 60 feet from a 1/2 inch point that lies worth of degrees of 41 bast, of leet from a 1/2 iron rod which is North 89 degrees 08' 04" West 1575.00 feet, and North 01 degrees 03' 41" East 1089.38 feet from the Southeast corner of Section 18; thence South 01 degrees 03' 41" West, 60 feet to said last mentioned iron rod; thence continuing South 01 degrees 03' 41" West along a line parallel with the East line of said Section 18, 529.38 feet to a 1/2 inch iron rod; thence North 89 degrees 08' 04" West along a line parallel with the South line of said Section 18, a distance of 1058.67 feet to a point on the North-South centerline of said Section 18; thence South 01 degrees 01' 37" West along said Centerline, 560.00 feet to the South 1/4 corner of said Section 18; thence South 89 degrees 08' 04" East along the South line of said Section 18, a distance of 1763.33 feet; thence North 01 degrees 03 41" East along a line parallel to the East line of said Section 18, a distance 560.00 feet to a 1/2 inch iron rod; thence North 89 degrees 08' 04" West along a line parallel with the South line of said Section 18, a distance of 455.00 feet to a 1/2 inch iron rod and the point of

STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of \_ Mountain Title Company A.D., 19 87 at 12:47 o'clock P M., and duly recorded in Vol. Mortgages FEE \$17.00 on Page \_\_10209 Evelyn Biehn, County Clerk