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TRUST DEED

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| 7 | HIS TRUST DEED, ma | de this 29th KELLER and ROBERTA | day of | May sband and wife | , 1987 , between |
|----------|----------------------|---------------------------------|----------------|-----------------------|-------------------|
| as Gran | tor, ASPEN TITLE AND | ESCROW CO., an Ore | gon Corporatio | on, | , as Trustee, and |
| DONNA | M. FITZPATRICK, | | | | |
| as Rene. | ficiary. | | | | |

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

OREGON SHORES

Lot 47, Block 41, Tract 1184, OREGON SHORES UNIT #2, FIRST ADDITION, in the County of Klamath, State of Oregon.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIPED IN THIS INSTRUMENT IN VIOLA-PROPERTY DESCRIPED IN THIS INSTRUMENT IN VIOLENTIAN OF APPLICATE UNITS USE LAW AND REGULATIONS. REFORE SIGNING OF ACCOUNTS FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ELEVEN THOUSAND EIGHTY SIX AND 77/100 - - - -

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

not sooner paid, to be due and payable May 15, 1997

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 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 grantor without first having obtained 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 expressed therein, or herein, shall become immediately due and payable.

The obeve described real property is not currently used for accordingly.

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; not to remove or demolish any building or improvement thereon; not to constate or persent any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions attenting said property: if the beneficiary so requests, to just in essecuting such insureing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or olices, as well as the cost of all lien searches made by thing officers or searching agencies as may be deemed desirable by the beneficiary.

pain in esecuting such training statements privated to the Unforth Continuous call Code as the beneficiary may require and to pay for filing same in the prosper public office or ollates, as well as the Cost of all lien searches made by bling offices or esearching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hierarchy executed on the said premises against loss or damage by the and such other hazarchy as the beneficiary may from time to time require, in an around not less than \$1.50.00. In the beneficiary as soon as insured in companies acceptable to the beneficiary with loss payable to the latter; all policies of measures shall be delivered to the beneficiary as soon as insurance and to deliver said policies to the previous of the test filtered days prior to the exprision of any policy of somewhere were and protected to the previous of the said protected on said buildings, the beneficiary may recurre the same at grantor expresses. The amount of the conference of the insurance policy may be applied by beneficiary upon the conference of the insurance policy may be applied by beneficiary open the conference of the insurance policy may be applied by beneficiary part threat on all option of beneficiary the entire amount so collected, or any part threat on such notice.

1. To keep said premises free from construction lens and to pay all tare, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges phonome past due or delinquent and promptly deliver receipts therefore to beneficiary; which have been property before any part of such taxes, assessments and other charges phonome on the payment of any providing beneficiary with funds with which to instruct deed, without winter of any problem with the obligation of any other

peliate court shall adjudge reasonable as the beneficiary's or truste's attorney's less on such appeal.

It is crustually agreed that:

E. Is the event that any portion or all of said property shall be taken under the right of moment domain or condemnation, beneficiary shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable cours, expenses and attorney's fees necessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by it trust upon my reasonable courts and expenses and attorney's fees, both in the trust and applied excusts, necessarily paid or incurred by beneficiary in much proceedings, and the balance applied upon the indebtedness necessarily necessary against a speed, at all one personal trusted in the such actions and execute such instruments as shall be necessary in obtaining such compensation, peomptly upon beneficiary is required.

9. At any time and from time to time upon written request of beneficiary, appreced of its lies and presentation of this deed and the note for endorments (in case of liall reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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(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 allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, insues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the

liciary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of lire 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 weive any default or notice of detault hereunder or invalidate any act done pursuant to such notice.

waive any default 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 or in his performance of any agreement hereunder, the beneficiary may declare all aums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's less not exceeding the amounts provided by law) other than such portion develop uncertainty as would not then be due had no default occurred, and therebe due the defamised by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and

the detault, in which event all foreclosure proceedings small be disabled to the trustee.

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 parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall 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 of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frantor and benelicary, 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 trustees attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interest 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, it any, to the grantor of to his sticessor in lineits entire to surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County of Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment 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 grantor, beneficiary or trustee shall be 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 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 title 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for granter's personal, family, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even if granter is a natural person) are for business or commercial purposes other than agricultural outposes.

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| TO: The undersigned a house, who were controlled to the house of the th | This deed applies to, inures to the assigns. The | term beneticial ciary herein. In construin | e this deed and will be the plural. | | |
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| Robert A. Him. to be the person described personally known to. In and whose name is subscribed to that a subscribed in and whose name is subscribed by a street subscribed hirs. Signature Jeanne Nigh Exorist For RUL ELCONVIANCE To understained 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 breely send editected, on payment to you of any sums owing to you under the terms of a said trust deed and secured by and satisfied. You breely sendence of indebtedness secured by and sum sowing to you under the terms of an interest of possible trust deed of pursuant to statute, to cancel all evidences of indebtedness secured by and sum sowing to you make the terms of an interest of pursuant to statute, to cancel all evidences of indebtedness secured by and sum sowing to you make the terms of an interest of pursuant to statute, to cancel all evidences of indebtedness secured by an advantage of the foreign trust deed of the heavily to depart the same. Mail reconvey, without warranty, to the parties designated by the terms of said trust deed in heavily to depart the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and documents to state now held by you under the same. Mail reconvey and the same and documents to state the within instrument was received for record on the same and trust deed on book/real/youlume No. Mail reconvey and the same and documents to state the within instrument was received for record on the same and same and same and same and same and same an | he was present and saw | ler | | Ď. | |
| Describing Modern farms is subscribed to Mrs within a subscribed instrument, executed the same. All sums should be same and same | Dahart A SELIEL CONTRACTOR | a described | | ny Comm. exp. Aug. 18, 1969 1) | |
| 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 bereby are directed, on payment to you of any sums owing to you under the terms of resident which are convergence and decuments of indebtedness secured by said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of resident trust deed have been fully paid and satisfied. You bereby are directed, on payment to you of any sums owing to you under the terms of resident trust deed of pursuant to stature, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the same. Nail reconvery, without warrantly, to the parties designated by the terms of said trust deed the herewith together with said trust deed) and to reconvery without warrantly. DATED: DEPARTMENT DEED 19 | | | | T 404 | AL |
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