FORM No. 331-1-Gragan Trial Bood Saries-TRUST DEED (No costriction on chalgement). MTC-1EUSEP STEVENS-NESS LAW PUBLIEMING 97204 14777 Vol M87 Page, 19...87..., between OK 78218, as Trustee, and as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property CAROL A. FOSTER as Beneficiary, in ______ Klamath_____County, regon, described as: Lot 3, Block 42, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. 22 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, itsues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. or necessaries appertanting, and the rolling, itsues and profits thereof and an instance now of increated attached to of about it connects with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the tion with sai <text><text><text><text><text><text><text><text><text><text><text> sum ofTWENTY FIVE THOUSAND AND NO/100-(a) timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any casement or creating any restriction thereon; (c) join in any thereoil (d) represent a forement any creating the described as the root the line or charge thereoil (d) represent agreement by described as the "person or persons thereoil (d) represent agreement by described as the "person or persons thereoil (d) represent agreement by described as the "person or persons thereoil (d) represent agreement by described as the "person or persons thereoil (d) represent the truthuliness thereoil any matters or lacts shall be conclusive provide and the truthuliness thereoil any matters or lacts shall be conclusive of the truthuliness thereoil any matters or lacts shall be conclusive provide the person of the truthuliness thereoil (d) represent the person of the truthulines thereoil (d) represent the represent the person of the represent of the radial person and take possession of said property, and any indebitedness for or markeds for any taking or damage of the application of the application or and taking possession of and property, the application of delault hereunder or invalidate any act done waive and to such represent as aloresaid, shall not cure or invalidate any call of the application of delault hereunder or invalidate any act done waive and to posice of delault by grantor in payment of any indebitedness secured in the person of the application of the application of thereunder property and all not cure of the appl The date of maturity of the debt secured by this instrument is the date, stated dove, on maturity determines and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. property, and the application or release interunder or invalidate any act aone waive any default or notice of default hereunder or invalidate any act aone pursuant to such notice. By granter in payment of any indebtedness secured interustion in the performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his direct the trustee to foreclose this trust deed by event the as a mortfage or direct the trustee to loceclose the trustee shall in equity and sale. In the latter event the beneficiary or the trustee shall event the sa and the second property to satisfy the obligation secured advertisement and sale. In the latter event the tore of default and his election advertisement and sale shall lix the time and place of sale. Even notice to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale. Five notice thereod as then required by law and proceed to toreclose this trust deed in thereod as then required by law and proceed to the closure by advertisement and 1. A liter the trustee has commenced foreclosure by advertisement and the date the trustee has commenced the date the trustee conducts the intereor as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795. I. Alter the trustee has commenced foreclosure by advertisement and rate, and at any time prior to 5 days before the date the trustee conducts the sale, the granto defaults. If the default consists of a hailure to pay, when the default or defaults. If the default consists of a hailure to pay, when the default or defaults. If the default consists of a how the praying the notice amount due to the trust deed the constraints and provide then be due how curred by tendering. Any other default that is capable if being curred my be curred by tendering the performance required under the default, the person effecting the curred shall pay to be defaults, the person effecting the curred shall pay to be advertises actually incurred in enforcing the obligation of the trust deed and expenses actually incurred is these hold on the date and at the time and together with trustees and attorney's tees not exceeding the amounts provide 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 auction to the sales bidder for cash, payable at required by law conveying shall deliver to soled, but without any covenant or warranty, express or the property so sole, but without any covenant or warranty, express or in-the truthulness thereol. Any person, excluding the trustee, but including of the truthulness thereol. Any person, excluding the trustee, but including the forther and beneficiary, may purchase at the sale. the grantor and beneficiary, may purchase at the safe. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, in-shall apply the proceeds of the trustee and a reasonable charge by trustee's automay (2) to the obligation atom secured by the trust deed, (3) to all persons automay recorded lines subsequent to the interest of their priority and (4) the having their interests may appear in the order of their priority and (4) the surplus. surplus, it any, to the grantor or to his successor in interest entitled to such surplus. I. Beneliciary may from time to time appoint a successor or success-rors to any trustee named here any successor trustee appointed here under. Upon such appointment, and without convers and duties conferred trustee, the latter shall be used or appointed here and the successor upon any trustee here in named or appointed here and the country of and subject to shall be used by written here. Each such appointment which the property is situated, shall be exclusive proof of proper appointment which the property is situated, shall be exclusive proof of proper appointment of the successor trustee. ol the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. Trustee is not obligated to notity any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneticiary 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 Stath 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 file to read property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency theread, 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 lawfully 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. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, secured hereby, whether or not named, as a beneficiary herein. In construing this deed and whenever the context so requires, the contract gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHERE()F, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation is a creditor benoficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Ferm No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. N eather Heather Jacky n e k (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, County of Klamath STATE OF OREGON, This instrument was acknowledged before me on) ss. 8-6, 19 87, by County of This instrument was acknowledged before me on ... Heather Jacky C(SEAL) My commission expires: S/16/8 19..... , by as E S of Notary Public for Oregon My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said I ne undersigned is the legal owner and noticer of all indeptedness 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 and trust deed of the said trust deed (which are delivered to you trust deed nave been tuity paid and satisfied. You nevery 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 because to the matter dead) and to recommend without uncontained to the mattice desidented by the terms of said trust dead the said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are cenvered 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 DATED: ... De 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 made. TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO. STATE OF OREGON, Klamath ss. Hermite and the rest in place of State States Laborer HEATHER JACKY I certify that the within instrument was received for record on the 17th day of _____August 3:22 of the second on the 17th day at 3:22 of the second on the 19th day Grantor CAROL A. FOSTER SPACE RESERVED in book/reel/volume No. FOR RECORDER'S USE Beneficiary The second second second Record of Mortgages of said County. AFTER RECORDING RETURN TO Witness my hand and seal of MOUNTAIN TITLE COMPANY to Gei County affixed. Evelyn Biehn, County Clerk By By Dim Mills Deputy land ora Fen: \$9.00