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THIS TRUST DEED, made this 14th day of _____

October , 19 87 , between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

LEE M. BURNETT and ELEANOR B. BURNETT, husband and wife

to peck as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in ___Klamath _____County, Oregon, described as: gene packable tillos

Lot 37, Block 16, OREGON SHORES SUBDIVISION, TRACT #1053, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH a 1978 SKYLINE Mobile Home, 2U, Oregon License #X148418, Serial #01910405L, which is firmly affixed to the real property described above.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise of hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with real and all the rents of the

now or hereaster appertuning, and the third with said real estate.

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

4 (LCIU)

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, if

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.

The above described real property is not currently used for ognicul real property in the control of t

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any testriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey without warranty after a part of the property. The thereof; (d) reconvey are may described as the "person or persons grantee in any reconveyance may 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 thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to he appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter of the adequacy of any security for the indebtedness hereby secured, enter of the adequacy of any security for the indebtedness hereby secured, enter of the prosession of said property any part thereof, in its own name sure or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the senticiary or sees upon any indebtedness secured hereby, and in such notice.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or wards for any taking or damage of the insurance policies or compensation or wards for any taking or damage of the insurance policies or compensation or release thereof as aloresaid, shall not cure or possession of such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of the said after such notice.

13. Upon default by grantor in payment o

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.755, may cut the default of 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 root 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 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 designed the with trustee's and attorney's fees not exceeding the amounts provided by law.

together with trustee's and attorney's tees 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 parcels and shall sell the parcel or parcels in one parcel or in separate for cash, payable at the time of sale. Trustee 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 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 proplied. The trustee shereof, Any person, excluding the trustee, but including the grantor and beneliciary, 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 to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deep not all persons having recorded liens subsequent to the interest of the trustee in the trust having 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, it any, to the granto of the secretary surplus.

16. Beneliciary may from time to time appoint a successor or successor so any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance the successor trustee, the latter shall be vested with all title, powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in which, when recorded, 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 an acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereio of pending sale under any other deed crust or of any, action, or proceeding in which grantor, beneficiary or trustee that the pending sale under the pending sale under any other deed in the pending sale under any other deed in the pending sale under the pendi

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 a 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, agants or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

fully seized in fee simple of said described	to and with the beneficiary and the I real property and has a valid, un 187, page , Microfi NETT and ELEANOR B. BURNET	ose claiming under him, that he is law- nencumbered title thereto except
and that he will warrant and forever defection to the rest and should be a second to t	end the same against all persons to the same against all perso	vhomsoever.
The grantor warrants that the proceeds of (a)* primarily for grantor's personal, tami (A) YOUNG WENTER WAY YOUNG THE CONTROL OF THE PROPERTY O	ly or household purposes (see Important XXXXXXXIXXIIXIII) PROPERTY OF THE PROP	() of ica helow)
personal representatives, successors and assigns, secured hereby, whether or not named as a bene gender includes the teminine and the neuter, and	The term beneficiary shall mean the hold liciary herein. In construing this deed and the singular number includes the plural grantor has hereunto set his hand to rwarranty (a) or (b) It JAMES E. Tand Regulation 7, the	ler and owner, including pledgee, of the contract whenever the context so requires, the masculine he day and year first above written.
disclosures: for this purpose use Stevens-Ness Form N If compliance with the Act is not required, disregard i	on this	2€ 7.0 b € 17 , in the year
COUNTY OF MOUTEREY	duly commissioned and sworm, personal values of the commissioned and sworm of the commissioned and sworm of the commissioned and sworm of the commissioned and commi	, a Notary Public, State of California, ally appeared
OFFICIAL SEAL W BENGARD NOTARY PUBLIC - CALIFORNIA MONTEREY COUNTY My comm. expires JUN 13, 1988	the person whose name	knowledged that he executed it. hereunto set my hand and affixed my official seal
This document is only a general form which may be proper for use in simple to way acts, or is intended to ect, so a substitute for the advice on an attorney. I make any warranty, either express or implied as to the legal validity of a substitute of these forms in any specific transaction.	he printer does not	Notary Piblic, State of Cathiornia on expires Tune 13, 1988
trust deed have been fully paid and satisfied. Y	older of all indebtedness secured by the outher by are directed, on payment to yel-all evidences of indebtedness secured econyey, without warranty, to the partie conveyance and documents to	# public for the secretary for the second of
TOCETHER UTIN a 1978 SEVILIE Shion is dirmly affixed by the wolf	which it secures. Both must be delivered to the true	Beneficiary size for concellation before reconveyance will be made.
	Thes of the County Glant	
as beneticiary Grante. Grantor irre-coubly grants, par	SPACE RESERVED	of
LEE M. BURNETT and ELEANOR B. Beneficiary AETER RECORDING RETURN TO	BURNETT RECORDER'S USE	ment/microfilm/reception No80932., Record of Mortgages of said County. Witness my hand and seal of County affixed.
MOUNTAIN TITLE COMPANY OF KLAWATH COUNTY	ISONE DEED Fee; \$10.00	By Deputy