

TRUST DEED

83337

8th day of

January

1988 between

THIS TRUST DEED, made this

JOHN A. CARTER & SUZUYO CARTER, husband and wife
as Grantor, Mountain Title Company of Klamath County

as Grantor, _____
JAMES F. GIRT & MARILYN A. GIRT, husband and wife or survivor
 as Beneficiary, _____
WITNESSETH:

WITNESSETH

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: _____

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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
sum of **TWO THOUSAND FIFTY EIGHT & 43/100** Dollars, with interest thereon according to the terms of a promissory
(\$2,058.43) Dollars, with interest thereon according to the terms of a promissory
payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, in

[illegible]

The date of maturity of the debt secured by this deed shall be the date when the property, or any part thereof, or any interest therein, becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, is 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, shall become immediately due and payable.

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 transmit or permit any waste of said property; and to maintain the same in good and workmanlike condition.

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

1. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises pursuant to the Uniform Community Development Code as amended; and

2. To pay for filing same in the public office or offices as may be deemed desirable by the proper public office or offices, as well as the cost of all lien searches made by listing officers or searching agencies as may be deemed desirable by the beneficiary.

(c) The beneficiary shall continuously maintain insurance on the building against fire, theft and other damage by fire.

[illegible][illegible]

6. To pay all costs, fees and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, and defend any action or proceeding purporting to affect the title to the property and in any

in connection with and for the purpose of the action or proceeding purporting to be taken by the grantor or the trustee, or by the beneficiary or trustee, or by the attorney-in-fact of the grantor or trustee, or by the attorney-in-fact of the beneficiary or trustee, or by any person acting in concert with any of them, to affect the security, rights or powers of the beneficiary or trustee, may appear, in any action or proceeding in which the grantor, the beneficiary or trustee's attorney-in-fact or the attorney-in-fact of the beneficiary or trustee is a party, to pay all costs and expenses of the action or proceeding, including evidence of the grantor's, the beneficiary's or trustee's fees mentioned in this paragraph, from all cases such amount of attorney-in-fact fees mentioned in this paragraph, from any judgment or decree of the trial court, and in the event of an appeal, from any judgment or decree of the trial court; grantor further, that to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's costs and expenses, including evidence of the grantor's, the beneficiary's or trustee's fees, on such appeal.

It is mutually agreed that:

[illegible][illegible][illegible][illegible][illegible]

together with trustees by law. 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 has been postponed as provided by law. The trustee may sell said property in one parcel or in separate parcels for cash, payable at the time of sale, or in installments, and shall sell the parcel or parcels in the manner and on the terms to which the highest bidder is deemed in form as required by law. The trustee shall deliver to the purchaser its deed in form as required by law, express or implied, and without any covenant or warranty, and the sale shall be conclusive and binding on all parties, including the trustee, but including the trustee, and the truthfulness thereof. Any person, including the trustee, who is not the grantor and beneficiary, may purchase at the sale. The trustee shall execute the powers provided herein, and

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or without conveyance to the trustee under. Upon such appointment or appointments, the appointee or appointees, the latter shall be named or appointed hereunder, shall succeed to the trust, and upon any trustee so named or appointed hereunder, executed by, behalf, and substitution shall be made by written instrument in the county or counties in which the trust is located, and the same shall be recorded in the mortgage records of the county or counties in which the property is located, 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 obligated to notify any party hereto of pending sale under any other 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 696.555.

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 EXCEPT
prior Trust Deed in favor of Klamath First Federal Savings & Loan Association,
recorded the same date as this Trust Deed

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

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 or household purposes (see Important Notice below).
~~XXXXXX for the purpose of investment in real property or for the business or other 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 feminine 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.

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
on 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 for this purpose use Slovent-Ness Form No. 7319, or equivalent.
If compliance with the Act is not required, disregard this notice.

John A. Carter
John A. Carter
Suzuyo Carter
Suzuyo Carter

(If the signer of the above is a corporation,
use the form of acknowledgement opposite.)

STATE OF OREGON
County of Klamath
This instrument was acknowledged before me on
1966 by
John A. Carter & Suzuyo Carter
Dorinda Spencer
Notary Public for Oregon
My commission expires: 8/1/76

STATE OF OREGON,
County of ss.
This instrument was acknowledged before me on
19 by
of
Notary Public for Oregon
(SEAL)
My commission expires:

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.
TO: Trustee
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:
DATED: 1966

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 made.

TRUST DEED
(FORM No. 881)
STEVENS-NESS LAW PUBL. CO., PORTLAND, ORE.

JOHN A. CARTER & SUZUYO CARTER

JAMES F. GIRT & MARILYN A. GIRT

MOUNTAIN TITLE COMPANY

STATE OF OREGON,
County of ss.

I certify that the within instrument
was received for record on the day
of 19
at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No.
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

By NAME TITLE
Deputy

A parcel of land situated in the NW1/4 of the NE1/4 of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point from which the one-quarter corner common to Sections 6 and 7 bears North 89 degrees 45' 39" West, 205.30 feet and North 00 degrees 02' 21" East, 1091.89 feet; thence South 89 degrees 45' 39" East, 979.35 feet to a 1/2 inch rebar; thence North 53 degrees 15' 58" East, 50.45 feet to a 1/2 inch rebar on the Southwesterly right-of-way line of the Keno-Worden County Road; thence South 39 degrees 44' 25" East, 307.85 feet, along said right-of-way line, to a 1/2 inch rebar; thence North 89 degrees 41' 53" West, 1216.72 feet; thence North 00 degrees 02' 21" East, 204.22 feet to the place of beginning.

Tax Account No. 4008-700-500

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of
of January

A.D. 19 88 at 10:06 Mountain Title Company

of Mortgages

oclock A.M., and duly recorded in Vol. M88 the 11th day
on Page 473

Evelyn Biehn,

By

County Clerk

FEE \$15.00

[Signature]