Klamath County Tax Account #3809-35AA-6100.

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

In must least and finding this to be the OR must HOTE until by exempt. Talk must be indicented to the muster that four distinct many properties to be mustered and the contract of the muster and the contract of the contract

in the office of the County Clerk of Klamath County, Oregon. VASON OF COV

sum of TEN THOUSAND NINE HUNDRED AND NO/100 -----

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

not sooner paid, to be due and payable per terms of Note 19 No

sold, conveyed, assigned or alienated by the grantor without tirst then, at the beneficiary's opticn, all obligations secured by this inst herein, 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 demoish any building or improvement thereon not to commit or permit any waste of said property and in good and workmanlike manner any building or improvement property and in good and workmanlike manner any building or improvement property and in good and workmanlike manner any building or improvement property and in good and workmanlike manner any building or improvement property and the said property of the said property if the beneficiary so request, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may, require and to pay for tiling same in the proper public office or offices, as vell as the cost of sail lies exerches made by illing officers or searching agencies as may be deemed desirable by the beneficiary.

1. To provide and continuously maintain insurance on the buildings more than the research of the said promises against loss or damage by fire and such other accepted on the said promises against loss or damage by fire and such other accepted to the beneficiary and the said promises against loss or damage by the companies acceptable to the beneficiary will loss payable to the length and the said profess of insurance shall be delivered to the beneficiary as or as insured; if the grantor shall tail for any reason to procure any such insurance and to deliver said policies to the beneficiary that procure any such insurance and to deliver said policies to the beneficiary that you may procure the inner af grantor's expense. The amount collected under any line or other in urance policy may be applied by beneficiary upon any indebt

It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right, ii 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 costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it list upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate costs and expenses and attorney's tees, both in the trial and appellate costs, necessarily paid or incurred by beneficiary in such proceedings, and the balence applied upon the indobtedness secured hereby; and ifrantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, from the proposed that the confection of the such actions of the proposed to the rock for endorsement (in case of lulil recovery incess for cancellation), without affecting the liability of any purson for the tayment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

CLESS IN MARK

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereot; (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 facts shall be conclusive proof of the truthfulness thereof. Trustee's lees 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 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, less costs and expenses of operation and collection, including reasonable attorney's less 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 prolits, including those 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 prolits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or default hereunder or invalidate any act done pursuant. Upon celault by granter in payment of any indebtedness secured hereby and election of the said thereby any agreement hereunder, time being of the property, and the application of such any agreement hereunder, time being of the property, and the application of celault hereunder or invalidate any act done ware any election of the said terminance, the beneficiary may declared in the said terminance of any agreement hereunder, time being of the latter event the benefici

sources to rorectose this trust deed in 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 86.753, may cure the default or defaults. It 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 or 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 fees not exceeding the amounts provided by law.

together with trustee's and attorney's tees not exceeding the amounts provided by lew.

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 pacel, 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 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 proceeds of sale to payment of (1) the expenses of sale, including the proceeds of sale trustee and a reasonable charge by trustee's attorney. (2) to the obligation strustee and a trust deed, (3) to all persons having recorded liens subsequent to the interest the trust deed as 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 grantor or to his successor in interest entitled to such surplus.

16. Beneliciary 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 conterned and substitution shall be made or appointed hereunder. Each such appointment and substitution shall be made to appoint the tenume to 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 mediance apublic 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 granton, 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.

Smill Doputy

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 except Trust Deed recorded February 26, 1983, in Volume M88, page 2778, in Microfilm Records of Klamath County, Oregon, in favor of Puget Sound Savings Bank, as Beneficiary and that he will warrant and forever defend the sume against all persons whomsoever. The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are: This doed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, the doed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The torm beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The torm beneficiary herein. In construing this doed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this doed and whenever the context so requires, the masculine gender includes the forminise 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: Doleto, by lining out, whichever we renty (a) or (b) is
especiable, if wereasty (a) is applicable and the bond leary is a creditor
especially a server of the serv STATE OF OREGON,
County of STATE OF QREGON-Count of Klamath County of Khangth:

Ching of Khangth:

The instrument was acknowledged before me on the instrument was acknowledged before when the instrument was acknowledged before when the instrument was acknowledged before when the instrument was acknowledge February.19. WILLIAM L. BERDROW and JESSIE P. BERDROY of Notary Pictic Hot Oreson (SEAL) Notary Public for Oregon My commission expires: 11/10/17/ (SEAL) REQUEST FOR FULL RECONVEYANCE io bo used only when obligations have been paid. The undersigned is the legal owner and hilder of all indobtedness secured by the torogoing trust deed. All sums secured by said Trustee trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any turns owing to you under the terms of said trust deed or pursuant to statute, to cantel all evidences of indebtedness tecared by said trust deed (which are delivered to you been fully paid and satisfied. You hereby are directed, on payment to you of any turns owing to you under the terms of the first deed or pursuant to statute, to cantel all evidences of indebtedness tecared by said trust deed (which are delivered to you herewith together with and trust died) and to neon say, without warrenty, to the parties designated by the terms of said trust deed the estate now held by yet under the same, Mail, neon vayance and documents to the parties designated by the terms of said trust deed the THE TABLE OF THE PROPERTY OF T Reneticiar) Do not less or destroy this Trust Died OR THE NOTE which it secures. Both must be distivated to the fruitso for concelletten before reconveyance will be made. (lutrich County Taz Adsount #300) 35:45-6169 I certify that the within instrument was received for record on the .26th day MILLIAM L. BERDROW and JESSIE BERDROW of February 1988, of SPACE RESERVED in book/reel/volume No. M88 on Klamath Falls, OR 97601 ALFRED L. EDGAR and JUDY A. ED AR RECOMBER'S USE ment/microfilm/reception No. 84711. Record of Mortgages of said County. Witness my hand latid seal of A or appropried domination AFTER RECORDING RETURN TOUR TO SEE THE THE THREE COMMANY OF THE SECOND RETURN TOUR TOUR SEE THE SECOND RETURN TOUR TOUR SEE THE SECOND RETURN TOUR SECOND RETURN TO Chiloquin. OR 97624 Boroficiary

Fee: \$10.00

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