IN STORES VOL MER Page .85000 THIS TRUST DEED, made this ALL day of DATAN BAN !! ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: COUNTY, OREGON, described as:

Lot Lot in Block of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. aginaligaticula par anno 100 | 190 si to mali grothe abay no manamus desqua result daspeto, a con an obrane le Sun inconcere in latinovant data to mali grothe design of manamus desqua result by the object of concern of may be subject to defined and steel to the object of the second of the manamus design of the second of the manager of the second of t and the streams to the foundation of the first and communication was some one of the first and the streams of the first and the streams of the stream of the streams of the of the for strong. The terms of the state of the s 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 for the PURPOSE OF SECURING PERFORMANCE of each agreement of in anywise now or hereafter appertaining, and the state of the sum of the s Described or order and made by grantor, the final pryment of principal and interest hereof, if not sooner paid, to be due and payable 11/12

The dots maturity of the debt secured by this instrument is the date, stated above, on which the final installment of such another or any part thereof, or any interest therein it sold, accorded to be sold, conveyed, assigned or alienated by the grantor without first having expressed therein, or herein, shall become immediately due and payable.

The dots maturity of the debt secured by this instrument, irrespective of the maturity dates. obtained the written consent or approved of the bent fictary, then, at the beneficiary's option, all the above described teal property is not currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, granter agrees:

1. To protect, preserve and maintain said property in good condition and repair, permit eny waste of said property and insurance and understanding or improvement thereon; not to commit or building or improvement and property; if the beneficiary of the beneficiary in the property of the beneficiary in the property of provide and continuent to the Uniform Con mercial Code as the beneficiary and property in the beneficiary of the property of the beneficiary and property in the property of the pro \_\_#<u>200</u>0 restriction thereon: (c) join in any subordination or other agreement offecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any persons leaded or the lien or charge thereof; (d) reconvey without warranty, all or any person leader persons leader persons leader thereof, and three cliafs thereof of any matters or facts shall be conclusive pool of the truthfulness thereof. Trustee's fees for any of the strukers enter worderwise cone.

unpaid and apply the same less conunpaid and apply the same less conincluding reasonable attorney's fees subject to
including reasonable attorney's fees subject to
literal to the same less content of the property and the
literal to the entering upon and taking postession of said property, and the
compensation or release thereof as operated, shall not cure or two early default or
application or release thereof as operated, shall not cure or two early default for
in his perform default by grantor in one of any independent secured hereby or
in his perform default by grantor in such and of any independent secured hereby
concerned the property is currently used a gricultural timber or grants of the same content of the same property is currently used of gricultural timber or grants purposes,
the beneficiary may proceed to forecloss that start deed in equity, as a mortgage in
the start deed in equity sed, the beneficiary as of the content of the same property of the start deed in equity as a mortgage or duect the resulte to-foreclose this that deed property
and cause to be recorded the datter event the beneficiary or the trustee the secure
described real property to startly the obligations secured hereby, whereapon the
shall fix the time and place of sale, give notice thereof as then required by
and cause to the recorded this written notice of default and his election to at the said
the said that the mantle place of sale give notice thereof as then required by
and cause to the recorded his written notice of default and his election to at the said
them and place of sale give notice thereof as then required by
and cause to the recorded his written notice of death and his election to the the said
than the said and his election to the mantle of the said described on the said of the law, and proceed to foreclose this trust deed in the manner provided in OR\$186.740 to 86.795. Should the beneficiary etect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the mustee's sale, the grantor or other person so privileged by OR\$ 86.760, may pay to beneficiary or his successor in interest, respectively, the entire amount then due to the terms of the trust end and the obligation seed thereby finethaling counter the terms of the trust end and the obligation seed thereby including counter and expenses actually incurred and the obligation seed thereby including counter and several trustee and several and several seed of the several property of the selection of the date and the time and place highest bidder for each payable and that sell the parcet or property either in one without any covenant or warranty, and the time of sale. Trustee shall be conclusive property or sold, but excluding the trustee of fact shall be conclusive property in the trustee that the deed of any acceptance of fact shall be conclusive property or sold, but excluding the trustee sold increase at the sold pursuant to the powers provided herein, trustee shall to the powers provided herein, trustee shall to the powers provided herein, trustee shall search as well as the other costs with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the facturity rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary in trustee may appear, including any suit, action or the beneficiary in the deed, to pay all costs and expenses, including any suit for the between the grantor and the beneficiary of retusees attorned, however, with each be entitled with a thought of the cost of the trustees attorney's fees in described; the amount of uttorney's fees mentioned in the attorney's fees in described; the amount of uttorney's fees after a court if an appeal is taken.

It is mutually agreed that: excluding the trustee, but including the grantor and beneficiary, may purchase at the atle.

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 stances, (2) to the control of the control of the sales and the recorded lies as a successor in the order of their priority and fain the trust deed at the recorded lies his successor in the order of their priority and the surplus of their priority and the surplus of the interest of the surplus and the surplus of the priority and successor in the order of their priority and the surplus of the priority of a successor or successor printing that the priority of the priority may from time to time appoint a successor trustee, the surplus of the priority of the surplus of the county. Clerk and its place of records which when recorded the surplus of the county of the surplus of the sur It is multically agreed that:

8. In the event that any portion or all of said property shill be taken under the right of entered domain or condemnation; beneficiary shall have the right, if it so established the said of the property shill be taken under the cleent, to under that all or any portion of the monies payable as compensation for expenses and attentively pay or incurred by translation for expenses and all the coessarily pay or incurred by translation for expenses and attentively payable of incurred by translation to the costs and expense and attonicy's feet, but first upon any reasonable necessarily paid or incurred or beneficiary in the trial and expense constant expense to take such expense to take such excellents as usual properties of the expense, to take such constant and execute such instrument as shall be necessary in 9, At any time and from many the upon whether the such constant of its fees and preparation of this deed and then request of beneficiary, carry for the payment of the consequence for consecutation, without affecting the liability of any of any map or plat of said property; (b) foin in granting any easen ent or creating any It is mutually agreed that: Trustee accepts this trust when this deed, duly executed the a public record as provided by law. Trustee is not oblige hereto of pending sale under any other deat. The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee er any aw. Trustee is not obligated to notify any ler any other deed of trust or of any action or iciary or trustee shall be a party unless such action.

The Trust Deed Act provides that the trustee hereunder must be dither an attorney, who is an active member of the Oregon State Bar, a bank, trust company of savings and loan association authorized to do business under the laws of Oregon or the United States, a little insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. 03.018 ...

simple of said described real property and has a valid, unencumbered titled thereto

and the will warrent 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, household or agricultural purposes (see Important Notice below).

(b) for an organization for (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 masculine gender includes the leminine 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. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, be revoked at your option for two years from the date of signing. 1978 in Value of the State of Miles \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the banoficiary is a creditor or such word is defined in the Tuth-in-lending Act and Regulation 2, the baneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disrogard this notice. Murel Ca STATE OF CALIFORNIA COUNTY OF Angeles ·9,1957 10 C the undersigned, a Noiary Public in and for said County and State personally appeared to the county and the cou WTC WORLD TITLE COMPANY personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who being by me duly eworp, deposes and says: That Regy 1991 FOR NOTARY SEAL OR STAMP 343 Moding Ro Woolers Held that he was present and saw Michael A. Brown & Betty H. Brown to be to be the saw in the brown OFFICIAL SEAL JEANNE NIGH Notary Public-California LOS ANGELES COUNTY personally known to him in, and whose name is subscribed to the within and annexed instrument, execute the same; and that afficing subscribed My Comm. Exp. Aug. 18, 1989 \_name thereto as a witness of said execution. Signature WTC 062 To be used only when obligations have been poid, TO:.... Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noiser of all inneprentess secured by the toregoing trust deed. All sums excured 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 Do not lose or destroy this Trust Doed CR. THE NOTE which it secures: Both must be delivered to the trustee for cancellation before reconveyance will be seede. TRUST DEED STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the 7th day of March 19 88 at 3:26 o'clock PM., and recorded in book .....M88... on page 3203.... SPACE RESERVED or as file/reel number 85000 Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of we that to some or great the fire which County affixed. AFTER RECORDING RETURN TO and San a facility of the san affects Klamath County Clerk promise and could be the rise By Am Smith Deputy Fee: \$10.00