es due and payable.

The above described real preparty is not currently used for ogricultural, timber or grazing purposes.

The above described read property is not currently used for ognical To protect the security of this trust deed, grantor agrees;

1. To protect, preserve and maintain and property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commiss our permit any waste of said property.

2. To substant or improvement which may be constructed, damaged or reserve any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereon covenants, conditions and restrictions attesting and property; all the benticiary so requests, from any other property of the property of th

cial Code as the hereficiary may require and to the Uniform Commercial proper public oftion or edition, as well as the condition of the hereficiary may require and to pay for tiling same in the proper public oftion or edition, as well as the condition in the searches made properly after the condition of the same of herefore as the condition of the herefore and the properly after the condition of the same or hereafter elected on the sand properly may four more to the haused's as the beneficiary may four more to time require, in an amount not less than \$\frac{1}{2}\$ Life the properly of the fatter and commerced to the beneficiary as soon as insured; policies of insusance shall be desired to the beneficiary as soon as insured; to the fatter and converges the fatter and to the properly as the properly of insurance and to the beneficiary as soon as insured; to drive and policies of the service of the testing of the properly of insurance now or hereafter placed on said building, the beneficiary may procure the same at grantor's expense. The smooth to be properly of insurance now or hereafter placed on said building, the beneficiary may procure the insurance policy may be applied by beneficiary may be represented under any procure the same at grantor's expense. The smooth may determine, or at option secured hereby and in such order as beneficiary may be represented to the properly the entire armount to collected on the properly beneficiary from the properly beneficiary to entire the one of the representation of second or appared to the properly before any part of such trace, assessments, and other charges that may be levied or suscessful of the properly should be provided to make payment of any tance, suscend upon or therefore the properly before any part of such trace, assessments and other charges that may be levied or susceptible therefore the properly before any part of such trace, assessments, and the properly before any part of such trace, assessed upon or the properly before any part of such trace, assessments

there actually incurred.

T. To appear in and delend any action or proceeding purporting to all the security rights or power of beneficiary or trustee; and in any suit, affect the security rights or power of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of their and the beneficiary or trustee's attorney's feet; including evidence of actionrey's iters remembered in this paragraph T in all cases shall be amount of actionrey's iters remembered in this paragraph T in all cases shall be amount of the trial court and in the event of an appeal from any judgment of the trial court, granter interests after agrees to pay such sum as the appealse owner shall adjudge reasonable as the beneficiary's or trustee's attorney's less one such appeal.

It is receivably adjuded.

ellare court shall adjudge reasonable as the beneficiary's or trustee's attormy's lives on such appeal.

If its trustizally agreed that:

If its trustizally agreed that its property shall be taken

ight, if it as elects, to require that all or any portion of the invoices payable
a compensation for such aladied, which are in excess of the amount required
a compensation for such aladied, which are in excess of the amount required
a pay all reasonable conclusives and attorney's less
paying the first upon any reasonable conts and appears and intermediation of the control of the property and
source of the trust appears and appellate courts, necessarily paid or incininferency is less
carry in such sond grantor agrees, and its own express, to take such actions
secured hereby; instruments as aball be necessary in obtaining such comsecured hereby; included the property completed the consistency in the control of the consistency in the control of the control of

(a) consent to the making of any map or plat of said property; (b) join in any araning any easement or creating any restriction thereon; (c) join in any araning any easement or creating any restriction 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 subordination or other agreement affecting this deed or the lien or charge subordination or property and the property The frames in any reconveyance may be 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 fees 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 any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, issues and profits, including these 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 profits, or the proceeds of line and other insurance policies or compensation or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums se

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure 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, the default or defaults is the default may be cured by paying the 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 my be cured by tendering the performance required under the being cured my be cured by tendering in addition to curing the default or obligation or trust deed. In any case, in addition to curing the default of obligation or ellecting the cure shall pay to the beneficiary all cost and expenses actually incurred in enforcing the obligation of the frust deed together with trustee's and attorney's less not exceeding the amounts provided by law.

14. Otherwise the sale shall be held on the date of the sale shall be held on the date.

together with trustees and attorney's less 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 action to the highest bidder for cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee hall deliver to the purchaser deed in form as required by law conveying the property so sold, but end of any matters of lact shall be conclusive proof pied. The rectifals in the cold any matters of lact shall be conclusive proof of the truthfulness hereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the grantor and beneticiary, 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, instance, the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the frust having recorded liens subsequent to the order of their priority and (4) the 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 entitied to such surplus.

16. Beneficiary 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 confered upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortgage records of the county or counties in which the property is situated, 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 and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale order any other deed 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 Talat Deed Art provides that the trustee hereunder must be either an atterney, who is an active member of the Oregon State Bar, a bank, strust company or state of the Oregon of the United States, a title insurance company authorized to insure title to real property and loan association euthorized 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 subaddarses, affiliates, agents or branches, the United States or any agency thereof, or an escribe 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 except none

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

The frantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for frantor's personal, family or household purposes (see Important Notice below),
(b) (Section of the frantor's personal, family or household purposes (see Important Notice below),
(b) (Section of the first of t

This deed applies to, incres 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 beneficiery is a creditor as such word is defined in the Truth-in-lending Act and Regulation Z, the beneficiery MUST comply with the Act and Regulation by making required disclosures; for this purpose use Sevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. DONALD N. CAUGHEY BARBARA A. CAUGHEY Barlara (If the signer of the above is a corporation, STATE OF OREGON. STATE OF OREGON. County of Klasmith County of This instrument was acknowledged before me on This instrument was acknowledged before me on 19 CAUGHEY and BARBARA A. CAUGHEY ublic for Oregon Notary Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE used only when obligations have been pa TO: , Trustee sundersigned in the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by saidtrust 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: Beneficiary my this Trees Dood CR THE NOTE which it secures, Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON, don gwrifae GORR. No. SEL-11 County ofKlamath ERS LAW PUBLICO., PORTLAND, DAG I certify that the within instrument

SPACE RESERVED

FOR

RECORDER'S USE

TOTALIST MILLIA

vrákezi imbakok bud

DONALD W. CAUGHEY and BARBARA A. CAUGHEY 921 Owens

Klamath Falls, OR 97601 Grantor

SYBIL CAMPBELL 4741 S. 6th St. Space #26 Klamath Falls, OR 97603

Beneticiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

was received for record on the .. 23rd day at ..9:02.... o'clock A...M., and recorded in book/reel/volume No. M88..... on page3996 or as fee/file/instrument/microfilm/reception No. 85479., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME mill Deputy

Fee: \$10.00