becomes due and payable.

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

To protect the security of this trust deed, grantor agrees:

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

2. To substitute the security of the said property.

2. To substitute the security waste of said property.

2. To substitute the said property and in good and workmanlike
research any building or improvement which may be constructed, damaged or
destroyed nearon, and pay when due all costs incurred statements overnants, conditions and restriction attenting and property; all the brothings to request, for
tions and restricting such financing statements pursuant or the Unitorn Commition in executing such financing statements pursuant or the Unitorn Commicial Code as the heresticancy may require and to pay for filing same in the
grapher public often or offices, as well as the cost of all lies searches may
be filled charge attacks or searching agencies as may be deemed desirable by the
best of the search of the search of the control of the search of the control of the control of the search of the control of the control

cial Code as the hereficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien exarches made by filing affects or offices, as well as the cost of all lien exarches made by filing affects or offices, as well as the cost of all lien exarches made by filing affects or offices, as well as the cost of all lien exarches made hereficiary may be decreated extrable by the hereficiary and produces of the hereficiary may from time to time require, in an annual not been taken in the light of the hereficiary was from the latter all companies acceptable to the hereficiary with loss payable to the latter all companies acceptable to the hereficiary with loss payable to the latter all companies acceptable to the hereficiary with loss payable to the latter all companies acceptable to the beneficiary with loss payable to the latter all companies acceptable to the beneficiary as soon as insurance and to it the francer shall fail for any reason to procure any such insurance and to diver and policing to the beneficiary as the same at grantor's expense. The about the hereful to the sensitiary may procure the same at grantor's expense. The about the hereful under any far or other insurance policy may be applied by hereful collected under any far or other insurance policy may be applied by hereful any part thereof, may detaut or motice of default hereinder or invalidate any not cree or wave any detauts or motice of default hereinder or invalidate any not done therefore the procure of the control of the control of the procure and premises free from construction I cens and to pay all taxes, assessments, and other charges that may be levied or assessed upon of taxes, assessments, and other charges that may be levied or assessed upon all taxes, assessments, and other charges that may be levied or assessed upon the procure of the debt secured by this trust deed, without which to desire the provision of the control of the debt secure of the third trust deed, and all such payments t

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 that:

ellare court shall adjudge reasonable as the beneficiary's or trustee's attorey's less 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
and the part of the amount of the successivity paid or inclusive and
sourced by greator such proceedings, and the shalmon applied upon the indebtedness
curry in such such greator agrees, at its own express, to take such actions
encured hereby; instruments as aball be necessary in obtaining such comsensation, promptly upon beneficiary a sequest.

The proceedings are the presentation of this deed and the note for
liciary, payment of its less and presentation of this deed and the note for
liciary, payment of its less and presentation of this indebtedness, trustee may

the liability of any person for the payment of the indebtedness, trustee may

ural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the lien or charge subordination or other agreement affecting his deed or the property. The therefore in the property and the property. The tende the conclusive proof of the truthfulness thereof. Trustee's less for any of the conclusive proof of the truthfulness thereof. Trustee's less for any of the conclusive proof of the truthfulness thereof. Trustee's less for any of the pointed by a court, and without refard to the adequacy of any security for pointed by a court, and without refard to the adequacy of any security for pointed by a court, and without refard to the dequacy of any security for the indebtedness hereby secured network and profits, including those past due and unpaid, and apply the same, issue and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable aftorney's fees 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 profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or property, and th

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 the property so sold, but sell of the time of the trustee, but including the trustee in the property so sold, but sell 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.

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, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein of the successor to such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred 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 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 escrow agent licensed 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, accessors and assigns. The term beneficiary shall mean the holder and owner, including pledge, 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) in 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 Servens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. DONALD N. CAUGHEY BARBARA A. CAUGHEY Darlow (If the signer of the above is a corporation, STATE OF OREGON, STATE OF OREGON. County of Klamath County of This instrument was acknowledged before me on This instrument was acknowledged before me on CAUGHEY and BARBARA A. CAUGHEY, ublic for Oreson Notary Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: ... The undersigned is 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 Deed 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, dopi gwridae GORR. No. SEL-11 County ofKlamath ERS LAW PUBLICO., PORTLAND, DAG I certify that the within instrument DONALD W. CAUGHEY and BARBARA A. CAUGHEY was received for record on the .. 23rd day of ______March______,19.88., 921 Owens at ..9:02.... o'clock A...M., and recorded Klamath Falls, OR 97601 SPACE RESERVED in book/reel/volume No. M88..... on Grantor page3996 or as fee/file/instru-FOR SYBIL CAMPBELL ment/microfilm/reception No. 85479., RECORDER'S USE TOTALIST MILLION

er dheat imbakan bar

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

Beneticiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME mill Deputy Fee: \$10.00