

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale; the property in Klamath County, Oregon, described as: official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

THIS IS A PURCHASE MONEY DEED OF TRUST.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances 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 sum of EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable April 15, 1989.

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 commit or permit any building or improvement thereon, damaged or otherwise, to become a nuisance; and to restore promptly and at grantor's expense any building or improvement which may be constructed, damaged or destroyed by fire, flood, wind, lightning, explosion, or other cause, and to pay when due all costs incurred therefor.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause the beneficiary to inquire and to pay for King name in the proper public office or offices, as well as the cost of all lien searches made by said officers or searching agencies as may be deemed desirable by the beneficiary.

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$

4. To pay to the beneficiary, with his payable to the latter, all interest on the mortgage secured hereunder, and to pay to the beneficiary all taxes, assessments and other charges levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

5. To keep and maintain free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

6. To pay to the beneficiary, with his payable to the latter, all interest on the mortgage secured hereunder, and to pay to the beneficiary all taxes, assessments and other charges levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

7. To defend and defend any action or proceeding brought against the trustee or the beneficiary or trustee or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including the costs and expenses of the trustee or trustee, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

8. To pay to the beneficiary, with his payable to the latter, all interest on the mortgage secured hereunder, and to pay to the beneficiary all taxes, assessments and other charges levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

9. To pay to the beneficiary, with his payable to the latter, all interest on the mortgage secured hereunder, and to pay to the beneficiary all taxes, assessments and other charges levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

10. To pay to the beneficiary, with his payable to the latter, all interest on the mortgage secured hereunder, and to pay to the beneficiary all taxes, assessments and other charges levied or assessed upon or against the premises, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may subdivide any easement or creating any restriction thereon; (c) join in any deed or conveyance, without warranty, all or any part of the land or charge legally entitled thereto, and the recitals therein of any person or persons mentioned in this paragraph shall be not less than \$5,000.

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 any security or any part thereof, in its own name and to collect the same, and apply the same, and the proceeds thereof, to the payment of any and all interest, principal and expenses of operation and collection, including reasonable attorney'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 said property, the execution of any deed or conveyance, or the application or release thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by direct foreclosure in the manner provided by law for mortgage foreclosure, or by recording his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall file the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by the trustee may pay to the beneficiary or his successors in interest, the entire amount then due under the terms of the trust deed, including the costs and expenses actually incurred in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed, and to pay to the beneficiary all costs and expenses incurred by the beneficiary in the prosecution of any suit or action brought by the beneficiary to enforce the terms of this trust deed.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law containing the recitals in the deed of any matters or covenants or warranty, express or implied, of the trustfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the trustee's 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 costs and expenses of the trustee and a reasonable charge by trustee for having 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.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors in any trustee named herein or to any successor trustee, appointed hereunder. Upon such appointment, and without prejudice to the powers hereunder, the trustee shall be vested with all title, interest and power of the trustee, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder.

17. Trustee accepts this appointment in which the property is situated, and shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder, and the trustee named or appointed hereunder shall be deemed to have been appointed hereunder.

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.

NOTE: The Trust Code 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 title insurance company authorized to insure title to real property of this state, or a person, its successors, attorneys, agents or branches.

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 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, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z, the disclosures for this purpose, if this instrument is to be a FIRST lien in finance the purchase of a dwelling, use Statement Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Statement Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

Ruth E. George
RUTH E. GEORGE

(If the donor of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,
County of Klamath } ss.
3-14 1988
Personally appeared the above named
RUTH E. GEORGE

STATE OF OREGON, County of _____) ss.
Personally appeared _____, 19____
and
duly sworn, did say that the former is the _____ who, each being first
president and that the latter is the
secretary of _____

and acknowledged the foregoing instrument to be a voluntary act and deed.
Notary me:
[Signature]
Notary Public for Oregon
My commission expires: 5-27-88

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:
Notary Public for Oregon
My commission expires: _____ (OFFICIAL SEAL)

REQUISITE 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: _____, 19____

TRUST DEED

FORM NO. 603
REVISED LAW PUB. CO., PORTLAND, ORE.

Grantor
Beneficiary

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 30th day of March, 1988, at 3:34 o'clock P. M., and recorded in book/reel/volume No. M88 on page 445 or as document/fee/file/instrument/microfilm No. 85763 Record of Mortgages of said County. Witness my hand and seal of County affixed.

AFTER RECORDING RETURN TO
Westerly United Title Insurance Co.
P.O. Box 2162
Spokane, WA 99210

Evelyn Biehn, County Clerk
By [Signature] Deputy

Fee: \$10.00