

as Grantor, Francis A. Skinner and Marion E. Skinner, Husband and Wife

as Beneficiary,
Klamath County, Oregon, described as:
Grantor irrevocably grants, bargains, sells and conveys to
in Klamath County, Oregon, described as:

WITNESSETH:

LAST DEED

See attached

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.

sum of FOURTH, THREE, THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note, the grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note not sooner paid, to be due and payable Per terms of note secured by 1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2

note of even date, herewith, payable to beneficiary, Per terms of note executed 12/19/19
not sooner paid, to be due and payable on the date, stated above, on which the final installment of said note
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
herein, shall become immediately due and payable.

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

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; and permit or permit any waste of said property.

2. To maintain said property in good and workmanlike condition, and to repair, replace or improve any damaged or

2. To complete, or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, if the beneficiary so requires, the beneficiary may require and pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary. The beneficiary shall continuously maintain insurance on the buildings and contents thereof against fire, theft, loss or damage by fire.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee and attorney in connection with or in enforcing this obligation and trustee's duty to defend any action or proceeding, purporting to be brought against the trust or any of its beneficiaries, and the nonpayment thereof shall constitute a breach of this trust deed.

[illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any part in excess of the amount received by grantor in such taking, which in excess of attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary as compensation for such taking, expenses and attorney's fees necessarily incurred by grantor in such reasonable costs and expenses and attorney's fees applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid out of the proceeds of such taking, and the balance applied upon the indebtedness of beneficiary in such proceedings, and its own expenses to take such property, secured hereby; and grantor agrees, at its own expense, to take such property, secured hereby, and such instruments as shall be necessary in obtaining such property and execute promptly upon beneficiary's request any instrument of compensation, promptly upon beneficiary's request upon written request of beneficiary. At any time and from time to time upon this deed and the note.

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the beneficiary, payment of its fees and reconveyances, for cancellation), without endorsement (in case of full reconveyance of the indebtedness, trust or liability of any person for the payment of said property; (b) the liability of any person for the payment of said property; (c)

RECONVANCEYCE
granting any easement or creating any restriction thereon; (c) join in any
subordination or other agreement affecting this deed or the lien or charge
thereof; (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
constitute proof of the truthfulness thereof. Trustee's fees for any of the
above shall not exceed \$5.00 per page, not less than \$5.

legally entitled thereto," and the truthfulness thereof. Trustee's fees for any services mentioned in this paragraph shall be not less than the fees that would be conclusively proved in a lawsuit. The beneficiary may at any time, upon any default by grantor hereunder, by a receiver to be appointed by a court, and without regard to and take possession of said property, the indebtedness hereby secured, on own name sue or otherwise could sue, sue or any parts thereof, including those past due and unpaid, and all costs, issues or profits, including those past due and unpaid, including reasonable attorney's costs and expenses of operation and collection, and in such order as beneficiary'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 fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done

[illegible]

86.795.

13. After the trustee has commenced foreclosure by the trustee conducts the 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. If the default consists of a failure to pay, when due, the sum or sums amounting to the debt or debts which the default may be cured by paying the sum or sums amounting to the debt or debts. If the default consists of a failure to pay the sum or sums amount due at the time of the cure other than such portion as is payable in installments, the sum or sums must be paid in full. If the default is not then being cured may be cured by tendering the performance required under the obligation or obligations affected by the default. In any case, in addition to curing the default, the grantor shall also be responsible for the payment of the beneficiary all costs, expenses, attorney's fees, and court costs incurred by the beneficiary in enforcing the obligation or obligations affecting the cure shall pay the obligation of the trust due, and expenses actually incurred in enforcing the obligation of the trust due, together with trustee's and attorney's fees not exceeding the amounts provided in 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 parcel or parcels in one, several, or separate parcels and shall sell at the time of sale. Trustee shall accept, to the highest bidder for cash, the form as required by law concerning said parcel and shall deliver to the purchaser without any covenant or warranty, but with a deed in conformity with the deed in the deed of any matters of record concerning the property so sold. The record shall be binding on the trustee, but including the right of the trustee to rescind the sale without any liability on the part of the trustee. The record shall be binding on the trustee, but including the right of the trustee to rescind the sale without any liability on the part of the trustee.

15. When trustee sells pursuant to powers provided herein, trust shall apply the proceeds received to payment of (1) the expenses of sale, (2) the obligation secured by the mortgage or other lien having recorded liens subsequent to the date of recording of the deed as their interest of the trustee in the surplus, if any, to the grantor or to his successor in interest entitled to

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and without conveyance to the said beneficiary or under. Upon such appointment the said trustee shall be vested with all title, powers and duties connected with the trust herein named or appointed. Each such appointment or substitution shall be made by a written instrument executed by beneficiary and recorded in the mortgage records of the county of Cook, Illinois, in which, when recorded in the mortgage records, shall be conclusive proof of proper appointment of the proper trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed of 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.

[illegible]

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 the grantor's personal, family or household purposes (see Important Notice below).
- (b) for an organization or even if grantor is a natural person are for business or commercial 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 by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, ss. County of Klamath

This instrument was acknowledged before me on May 13, 1988, by Russ Gentry

Notary Public for Oregon

My commission expires 7/13/89

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 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: 1988

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Russ Gentry 4237 Highway 39 Klamath Falls, Oregon 97603 Grantor

Francis A. Skinner 4916 Glenwood Klamath Falls, Oregon 97603 Beneficiary

AFTER RECORDING RETURN TO MTC 13 18021 DEED

STATE OF OREGON, ss. County of I certify that the within instrument was received for record on the 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME By Deputy

Order No.: **7718**
196370K

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at the point where the North line of that certain parcel of land conveyed to R.R. Proebstel by deed recorded in Volume 120, page 575, Klamath County Deed Records, intersects the West line of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, which point of beginning bears South along said section line, 1115.6 feet from the one quarter corner on the West side of said Section 7; thence South 89 degrees 51' East along the North line of said R.R. Proebstel property a distance of 440 feet; thence North 47 degrees 18' East 150.5 feet; thence South 75 degrees 45' East 43.3 feet to the West bank of the Enterprise Irrigation District canal; thence South 38 degrees 15' East 238 feet; thence South 88 degrees 22' West 730.7 feet, more or less, to the West line of said Section 7; thence North 108.2 feet, more or less, to the point of beginning, being a portion of the Northwest quarter of Southwest quarter of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, except easement on Westerly portion of said parcel for Klamath Falls-Merrill State Highway.

Tax Account No.: 3910 007CB 02100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 17 day
of May A.D., 19 88 at 2:56 o'clock P M., and duly recorded in Vol. M88
of Mortgages on Page 7716

FEE \$15.00

Evelyn Piehn County Clerk

By Bernetha A. Ketch