

TRUST DEED Aspen 3218/ 7829
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te of Oregon.
UNZL DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement, the sum of TWENTY SIX THOUSAND NINE HUNDRED AND NO/100, Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if

[illegible]

1. To protect, preserve or demolish any building or structure, or any part thereof, and repair; not to remove or permit any waste of said property, and in good and workmanlike manner to complete or restore any building or structure which may be constructed, damaged or destroyed thereon, and with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so require the same in executing such financing statement and to pay for the same the alien searches made by the proper public office or offices, as well as the cost of the alien searches made by the proper public office or searching agencies as may be deemed desirable by the beneficiary; and to continuously maintain insurance on the buildings or structures against fire, theft or damage by fire.

[illegible][illegible][illegible][illegible]

9. At any time and from time to time upon the request of the beneficiary, payment of its fees and presentation of this deed and the non-endorsement (in case of full reconveyances, for cancellation), without the liability of any person for the payment of the indebtedness, trustee (a) consent to the making of any map or plat of said property;

[illegible][illegible][illegible][illegible][illegible]

15. When trustee shall pay to payment of (1) the expenses of sale,
shall apply the proceeds of sale of the trust deed, (2) to all persons
including the compensation of the trustee and a reasonable charge by trustee
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 trust
deed as their interests may appear in the order of priority and (4)
surplus, if any, to the grantor or to his successor in interest entitled to

16. Beneficiary may from time to time appoint a successor trustee or to any successor trustee appointed by him or her, and without conveyance and duties can be assigned under. Upon such appointment, the trustee shall be vested with all title, powers and duties of the trustee, the latter herein named or appointed instrument executed by beneficiary upon any trust instrument shall be made by written records of the county or county clerk, and when recorded in the mortgage records of the county or county clerk, which the property is situated, shall be conclusive proof of proper appointment of the trustee, and this deed, duly executed

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.

NOTE: The Trust Deed 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 savings and loan association authorized 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 subsidiaries, 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

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 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 Z, by making required disclosures; for this purpose, use Stevens-Mess Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Dennis R. Beddow
Edward G. Daris
EDWARD G. DARIS

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)
STATE OF OREGON
County of Klamath
This instrument was acknowledged before me on May 19, 1988, by
Dennis R. Beddow and
Edward G. Daris

STATE OF OREGON
County of Klamath
This instrument was acknowledged before me on May 19, 1988, by

Notary Public for Oregon
My commission expires: 7-23-89

Notary Public for Oregon
My commission expires:

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.
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: May 19, 1988

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

2 PAGES OF (FORM No. 681)
Dennis R. Beddow
Edward G. Daris
Mary Mildred Schweiger
Aspen Title & Escrow, Inc.
600 Main Street
Klamath Falls, OR 97601

STATE OF OREGON, County of Klamath
I certify that the within instrument was received for record on the 19th day of May, 1988, at 11:27 clock AM, and recorded in book/reel/volume No. M88 on page 7839 or as fee/file/instrument/microfilm/reception No. 87446
Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
By Bernetha A. Kelso, Deputy

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Fee \$10.00