

THIS TRUST DEED, made this
Gary W. Lindland and Barbara D. Lindland, and Barbara D. Lindland,
Del Parks,
and William R. Smith and Helene F. Smith
TRUST DEED
Vol. 288 Page 9072
day of November, 1987, between
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:
Lot 14, Block 5, ALTAMONT ACRES, Klamath County, Oregon; approximately .98
acres of land and improvements, located at 3234 Bisbee, Klamath Falls,
Klamath county, Oregon.
Includes: two mobile homes, to-wit: Rex, 2 bdrm, 1 bath; Lynwood, 3 bdrm,
1 bath.

which said described real property does not exceed three acres, 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 TWENTY-NINE THOUSAND SEVEN HUNDRED AND NO/100** Dollars, with interest 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.

1. To protect the security of this trust deed, grantor agrees 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 waste of said property; not to destroy, alter or improve, promptly and in good and workmanlike manner any building or improvement thereon; not to complete or restore, promptly and in good and workmanlike manner any building or improvement thereon; not to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute and file with the proper public officer or officers, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

2. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less than the full replacement value of the buildings and such other hazards as the beneficiary may from time to time require, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount of any such insurance policy may be applied by beneficiary to the payment of any debt or obligation secured hereby, and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by the same extent that they are bound for the grantor, shall be bound to the grantor, and all such payments shall be immediately due and payable with- out notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

4. 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 incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.

5. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary or trustee; and in any suit or 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 amount of attorney's fees mentioned in this paragraph 7, in all cases shall be fixed by the trial court, and in the event of an appeal, from any judgment or decree of the trial court, and in the event of an appeal, from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

6. It is mutually agreed that:

7. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the monies payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate courts, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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, or a title insurance company authorized to insure title to real property under the provisions of ORS Chapter 728, its subsidiaries, affiliates, agents or branches.

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

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Sam W. Lindland (SEAL)

STATE OF OREGON, County of _____, ss. _____, 19____.

and acknowledged the foregoing instrument to be
their voluntary act and deed.

SEAL) **NOTARY Public for Oregon**
My commission expires: 11/22/88

NOTARY Public for Oregon
My commission expires:

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 Grantor
 Beneficiary
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REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

The undersigned is the legal owner, and hereby certifies that all said trust deed(s) have been fully paid and satisfied. You hereby are directed, on payment to you of any said trust deed(s), to cancel all evidences of indebtedness secured by said trust deed (which are delivered pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed or pursuant to statute, to the parties designated by the terms of said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed herewith together with said trust deed.)

Mortgage Reconveyance and documents to _____

DATED: 1942
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 SING. BEING: HILSCUPDOCK
 COLA M. HILSCUPDOCK SING. BEING: HILSCUPDOCK
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 Beneficiary
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