| TRUST DEED | Vol. m88 Page 5716 |
|--------------------------|--|
| GIH SE | AS TO AN UNDIVIDED 10 88 |
| | County strand |
| | Milliess where as Trustee" as the condition of the condit |
| BECONDER P NES | ment/miconim/reception Wo. |
| 영화: 승규는 아니는 양감을 들었다. 것 같 | page or in institution |
| WITNESSETH: | in book/reel/volume No. |
| lls and conveys to trust | tee in trust, with power of sale, the proper |
| son, described as: | 이렇게 많은 것이 있는 것 같은 것이 있는 것이 같이 있는 것이 같이 있는 것이 가지 않는 것이 가지 않는 것이 없다. |
| | was received for record on thede |
| | County of |
| | STATE OF OREGOM, |
| | 6TH SI RIL W. NEWYON ^f EACH |

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. ETTEL FOR THE PURPOSE OF SECURING PERFORMANCE of each

ERIE DIRECTION OF

interest thereon according to the terms of a promis

note of even date herewith, payable to beneticiary or order and made, by grantor, the tinal payment of principal and interest hereot, it note of even date herewith, payable to beneticiary or order and made, by grantor, the tinal payment of principal and interest hereot, it not sooner paid, to be due and payable <u>SEPTEMBER 15</u>, 1990. The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal installment of said note becomes due and payable. In the event the within described property, or any part thereot, 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 preserve and payable.

Ē

Ð - 24 19 A

sold, conveyed, assigned or alienated by the grantor without first h then, at the beneficiary soption, all obligations secured by this instrumentarial become immediately due and payable.
 To protect the security of this trust deed, grantor agrees: him therein, staff the beneficiary source and maintain said property in good and workmanike of a source or work and payable in good and workmanike of a source or work and payable in good and workmanike of a source or work and pay when due all costs meru be constructed, damaged or the damaged or the constructed in the source or work of the construct of the source or work of the construct of the source or work of the construct of the source of the source or work of the construct of the source of the source or work of the construct of the source of the source or work of the construct of the source of the source of the source or work of the source o

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of terminent domain or condemnation, beneliciary shall have the right, if it is of electronic to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and polied by it first upon any reasonable costs and expenses and attorney's less, ticiary in the triat and appellate courts, necessarily paid or incurred by bene-ticiary in such proceedings, and the balance applied upon the indebtedness secure thereby; and grantor agrees, at its own expense, to take, such, actions and escoute such instruments as shall be increased in obtaining such com-pensation, promptly upon beneficiary's request. Icitary, payment of its less and presentation of this deed and the note for redorsement (in case of luit reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

-XECOMARY LODGED

ACCOMMENT granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allocing this deed or the lien or charge thereol; (d) reconvey, without waranety, all or any part of the property. The frantee in any reconvey meet may be described as the "proson or persons legally entitled thereto," and the recitas thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than 35. x=4402 ties (d) i.e. 2000 and the recitas thereoid of the recitas the services mentioned in this paragraph shall be not less than 35. x=4402 ties (d) i.e. 2011 Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by is receiver ito be ap-terily or any part there is person, by agent or by is receiver. To be ap-the indebiedness hereby secured, enter upon and take possession of 'said prop-sisues and profits, including its own name sue or otherwise collect the rems. less costs and expenses of operation and collection, including reasonable attor-ney's lees upon any indebiedness secured hereby; and in such 'older' as bene (isau may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereound is aloresaid, shall not cure or ware any detault or notice of delault hereunder or invalidate any act dor pustant to such notice. 10. (12. Upon delault by grantor in payment of any indebiedness secured

CONTRACTOR N

12

where any default expression of cleans interest as altoresaid, shall not cure or pursuant to such notice. (12. Upon delault by grantor in payment of any indebtedness secured hereby, or this performance of any agreement hereunder, time being of the escape with his performance of any agreement hereunder, time being of the escape with this performance of any agreement hereunder, time being of the escape with this performance of any agreement hereunder, time being of the escape with this performance of any agreement hereunder, time being of the escape with this performance of any agreement hereunder, time being of the escape with the beneficiary and hereby immediately due and payable. In such an event the beneficiary at hiereby immediately due and payable. In such an event the beneficiary of the trustee to foreclose this trust deed by advertisement and sale, or may clint strustes to foreclose this trust deed by advertisement and sale, or may clint struste the beneficiary may have. In the latter event the beneficiary or the trustee shall excendent cause to be recorded properly, to satisfy the obligation secured hereby whet the said described real properly to satisfy the obligation secured hereby whet the said described real proceed to foreclose this trust deed in the manner provided in ORS 86.735 (not List. At time and place of sale, give notice thered as there 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 86.733, may cure the delault or delaults. If the delault may be cured by paying the summer during the time of the cure other than such portion as would not far be due had no delault occurred. Any other delault that is capable of boligation the sure decid. In any case, in addition to curing the delault or delaults, the person decid. In any case, in addition to curing the delault or delaults, the person decid. In any case, in addition to curing the delault or delaults, the persone decid. In any case, in a

together with itrustee's and attorney's lees 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 sail said property either in one parcel or in separate parcels and shall sell the parcel or parcels at lawton to the highest bidder tor cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. If the truthulness three sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, in-cluding the compensation of the truste 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 truste, the trust deed as their interest may appear in the order of their priority and (4) the surplus. 16. Beneliciary may from time to time appoint a successor or succes-

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-surplus. 16. Beneliciary may from the to time appoint a successor fusce under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conterred upon any trustee herein named or appointed here, powers and duties conterred upon any trustee herein named or appointed here, powers and duties conterred upon any trustee herein named or appointed here, powers and but to convey counties in and substitution shall be made by written incounty or counties in which, when recorded in the mortgage records of the county or counties in which 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 rotily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee.

TALLA

NOTE: The Trust Deed Act provides that the trustee hereunder, must be or savings and loan association authorized to do business under the I property of this state, its subsidiaries, affiliates, agents or branches, th is an active member of the Oregon State Bar, a bank, trust company nited States, a title insurance company authorized to insure title to real ency thereof, or an escraw agent licensed under ORS 696.505 to 696.585. who

| fully seized (*) curation | Stantor covenants and agree | es to and with the bene bed real property | liciary and those claimin | |
|---|--|--|--|--|
| Constanting the trents between States becaute | Will, Warrant Strang Strang Strang Will Warrant Strang Strang Strang Strang Strang Strang Strang Strang Strang Strang Strang Strang Strang Strang Will Warrant Strang S | (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1. | as a valid, unencumbered | under him, that he is title thereto |
| policy of the first file | will warrant and forever d | efend the same against | 14 1. The second s | A second se |
| 631:16. (http://www.witer. | + to Lonnic to high are the excess | and successively place as a success | Provide and the PE states of the | and the strength of the second strength of the second second second second second second second second second s |
| twite the state of twite | ally deread that: | superiy shall be taken qalabayy aball bata reconstruction of the maniful beyond a surging | House and a state strategy of the state strategy of the strategy | (4) Andrew Markell, S. M. Start, M. S. Markell, M. S. Markell, and Markell, and Markelll, and Markell, an |
| 医马马氏 医鼻骨 化乙酰胺医乙酰胺 化乙酰氨酸乙酰氨酸乙酰氨酸乙酯 | Hubert Schultzer (1990) Schultzer (1990) Schu | ATANAN CONTRACTOR | (1) Destruction of the second s | |
| (a)* in franto (a)* in the area of the are | AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | WY SELENDER PY the | 90974 described | |
| This deed a personal represent secured hereby, wh | thy hy growth a prior of an inter- organization, or (even if grant opplies to, inures to the benefit atives, successors and assigns. The bether or not named as a benefit of teninine and the neuter, and the NESS WHEREOF | r is a natural person) are to | the business or commercial purp | ltust deed are: Oses. |
| IN WIT | applies to, inures to the benefit atives, successors and assigns. Ti bether, or not named as a benefic s faminine and the neuter, and th NESS: WHEREOF, Said gr | le term beneficiary shall me lary herein. In construing th le singular number includes t | to, their heirs, legatees, devis an the holder and owner, inclu- is deed and whenever the com- he plural | ees, administrators, execute iding pledgee, of the contr. |
| * IMPORTANT NOTICE not applicable; if war | E: Delete, by lining out, whichever | pt secured particle interest | is hand the day and year | first above written |
| disclosures; for this pu | ply with the Act and Regulation b | d Regulation Z, the FRE | D. W. KOEHLEB. UR | las for |
| lif, the signer of the above use the form of generated | Antice the least of the second this re- transfer to the second the second to the secon | nonce, surg er iet yn s WAR | IE W. NEWTON ecu | at the second se |
| STATE OF ODD | sent of policity the short and the state of policity the short and the state of policity the short distance | OL INATIONIC OLA IN CONCASSION II ARE LEIVARE OLA IN CONCASSIO I 20 CONTRACTOR OF STATE | A stand series of stand second series in a second s | Arauna and a second to an and the second to a s |
| H A ARA MARY OF AN AN | | S. ATE OF ORE | TON, | |
| With Street W. | | Cn This ineter | as acknowledged before me on ARII W. NEWTC | } ss. |
| 100 | aller, Jr. | 20 | | |
| NOTALD Micommi | Notary Public Oreg | Fublic for Q | Sauce Carlo | MMAE KLAUMENZER Y Public - State of Nevada Iment Recorded in Clark County |
| UBLIC ASSA | a fendiat new heidens of inpreven- | | es: 3/20/89 | INTMENT EXPIRES MAR 20 1000 |
| Charles and the second s | er alienated by the second option, all obligations second in the second | d enly when obligations have been | Poid. | in a series of the series of t |
| The undersigned is frust deed have been full | the legal owner and holder of a | Trustee Period openies | an a | |
| estate now held by you un | d trust deed) and to reconvey, w | lences of indebtedness secur | o you of any sums owing to y | sums secured by said |
| DATED AND 211 AND AND | and the same Mail tecony yang the tenter technology and the tenter tenter tenter to the tenter tenter to the tenter tenter to the tenter tente | e and documents to the participation of the partici | ties designated by the terms | are delivered to you of said trust deed the |
| | net, net the rester tands and f | at and appurentinger will. | 2 DOM ON DELEVITION OFFICIAL O | n ot, neco ini docunec- Efizici ili un documec- |
| Do not lose or destroy this t | Trust Deed OR THE NOTE which is | | Beneficiary | |
| TPUCA | Truss Deed OR THE HOTE which is secure | *. Both must be delivered to the tr | ustee fer concellation before reconveyo | nce will be made. |
| (FORM No. 88 | | | STATE OF OREGON, | |
| FRED W. KOEHI FR | 2 10 | | I certify that it | |
| HARIL W. NEWTON | v grants, barg ns, sells an | n conveys to musice in lescribed as | of | a the day |
| SOUTH VALVES | Br | FOR | in book/reel/volume No. | , and recorded |
| APTER RECORDING RET | Beneficiary - | AN S USE | ment/microfilm/reception Record of Mortenses | No. |
| SOUTHENED | URN TO VIN | | | and see 1 |
| SOUTH ^L VALLEY STA 5215 SO. 6TH ST KLAMATH FALLS, OF | IE-BANK ^D , X U. HUBIE M | NEWLOW EACH AS IC | Witness my hand County affixed | 2981 OF |

EXHIBIT "A" LEGAL DESCRIPTION

15718

6

A parcel of land situate in Lot 33, Section 16, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the quarter section corner on the South boundary of Section 16, Township 35 South, Range 7 East of the Willamette Meridian; thence North along the center section line of Section 16, a distance of 1320.0 feet to the Northwest corner of Lot 33, which corner is marked with a 3/4 inch iron pipe; thence, East along the North boundary of Lot 33, a distance of 323.30 feet, more or less to a point on the Easterly right of way boundary of U.S. Highway Number 97, which point is marked with a 3/4 inch iron pipe; thence South 2 degrees 22' West along said right of way boundary a distance of 333.30 feet to a 3/4 inch iron pipe marking the true point of beginning of this description; thence North 62 degrees 07' East a distance of 629.30 feet; thence due North to a point on the North line of said 'Lot 33; thence West along the North line of Lot 33 to the East right of way of Highway 97; thence South 2 degrees 22' West along said right of way boundary 333.30 feet to the true point of beginning.

Tax Account No.: 3507 01600 01700

STATE OF OREGON: COUNTY OF KLAMATH:

ch/ 18.00

| | Filed | for reco | rd at requ | est of | Sc | outh Vall | ey State | Bank | | 22nd | 이 아이 아이들을 같이 아이들을 것이다. | • |
|-----|------------|----------|------------|---|-------|-----------|------------------|---------------------------|-------------------|--|---------------------------|---|
| | of | Sei | Dt. | A D | 19 88 | 12.40 | Standard and the | | the | <u> </u> | day | |
| | | | | | Mor | tgages | OCIOCK | \underline{P} , M., and | d duly recorded i | n Vol. <u>M</u> 8 | 38, | |
| | | | | | | Lgages | | , on Page <u>1</u> | <u>5716</u> | 승규는 한 것을 즐기 수 | | |
| | EEE | 18.00 |) | | | | Ev | elyn Biehn | County Cle | rk | | |
| | FEE | | | 다. 가는 것은 것은 것은 것을 가지 않는 것을 가지 않는 것을 | | | | v Daule | ne Muele | nalas. | | |
| 126 | | | | 아니다 승규한 관 | | | | ·公司提出就是4000亿元。 | | and the second | | |

છે