TRUST DEED 3a499 8cc92041 day of MAY , 19 88 , between VIRGINIA DOLAR OPPUS AN UNMARRIED WOMAN THIS TRUST DEED, made this \_ ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH ting with out trains subject that becomes indicated that the thing in the contract the contract that COUNTY, OREGON, described as: 15 in Block 27 of Tract: 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County. the cold by access the cold. He parameters that pulse and regulations of the Office of interests found Sales Registration. U.s. Dec. area of the time of the sale purel, to advance at your gloing the contact or agreement, this countries a greatent may amings. In other light modifices, your seek house, the Section with of [4] to [5] what is termined for their golden. District the Court of THOUS AND SIXTY-FIVE Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to The date of maturity of the debt secured by this instrument is the date, stated above, on which the within described property; or any part thereof or any interest therein is sold, agreed to be into the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, grantor agrees.

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To protect the security of this trust deed, and one of the property in good condition and repair; not not not occurrently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, and the property of the protect preserve and maintain interaction; not to commit or payon to the comply with a described and any when due all costs incurred therefore, regulations, covenants, conditions, and any when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and pay when due all costs incurred therefore, regulations, covenants, to join in executing and the property in the cost of tile beneficiary as to pay the property in the cost of the beneficiary and insurance on the buildings now or any property in the cost of tile grantices to the beneficiary as to pay the pay and the property in the property while the property in the property while the property in the property while the Special P. Bull. restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyare may be, described as the "person or persons legally entitled thereto," and the property of the truthing the state thereof. Trustee refees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in perdeguacy of any security for the indebtedness hereby accured, without regarditake possession of said property or any part thereof, in its own name or otherwise collect the rents; issues and profits, including those past of mentions and apply the same, less costs and expenses of operation and effection, including reasonable attorney's fees subject to paragraph them upon any indebtedness secured hereby, in such order as beneficiary may determine. including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, 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 wave any default or application or release thereof as aforesiid, shall not cure owne any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default hy grantor in payment of any indebtedness secured hereby or 12. Upon default by grantor in payment of any indebtedness secured hereby or 12. Upon default by grantor in payment of any indebtedness secured hereby or 12. Upon default by grantor in payment of any indebtedness secured hereby or 12. Upon default and payable. In such a event and if the above described real property is currently used for agricultured in equity, as a mortgage in the beneficiary may proceed to foreclose this rust deed in equity, as a mortgage foreceived the foreclose this rust deed in equity as a mortgage foreceivers. However, if said real property is in one so currently used, the beneficiary of the trustee to foreclose this trust deed in equity as a mortgage or due to the trustee to foreclose this trust deed and eduvertisement and sale. In the latter of the trustee to foreclose this trust deed and cause to be recorded his written of the beneficiary or the trustees shall execute advertisement and sale. In the latter of the proceed to foreclose this trust deed in the manner provided in ORSIR6, 740 to 8,795. The proceed to foreclose this trust deed in the manner provided in ORSIR6, 740 to 8,795. The proceed to foreclose this trust deed in the manner provided in ORSIR6, 740 to 8,795. The grantor or other person so privileged by ORS 86, 760, may pay to the beneficiary or his successors in interest, respectively, the entire amount the due, and extended the proceed to foreclose this excluding the trustee, but including the grantor and beneficiary, may purchase at the sole.

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 compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) and persons having recorded liens subsequent to the inferest of the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to this successor in interest entitled to such the beneficiary may from time to time appoint a nucessor for successor trustee appointed hereunder. Or to any successor trustee appointed hereunder. Until the sulf when the proposition of the control of the country. Clerk or Recorder of the country or counties in which the property is situated, shall be conclusive to the they shall be conclusive proof of proper appointment and acknowledged. It is mutually agreed that:

1. Is mutually agreed that:

2. In the event that any portion or all of sald property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right, if it is right of eminent domain or condemnation for such taking, which are in excess of the amount require that all or any portion of the montes public use compensation for such taking, which are in excessify paid in the separate of a such proceedings, shall be paid to heneficiary, in public to be instructed by grantor in such proceedings, shall be paid to heneficiary in both in the trial and appelate courts, costs and expenses an expection of the trial and appelate courts, and expense of the expense of the expension of the feath of the expense of the exp

Trustee accepts this trust when this deed, duly executed and acknowledged de a public record provided by law. Trustee is not obligated to notify any hereto of personners also under any other deed of trust or of any action or definition which good personner, beneficiary or trustee shall be a party unless such action occeding to hought by trustee. 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 titled 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 150 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, or the United States or any agency thereof.

DATED: County of Klamath I certify that the within instrument was received for record on the 29th day of Sept. , 19 88 , at ..11:31 o'clock A. M., and recorded in book M88 on page 16257... or as file/reel number 92041 SPACE RESERVED Record of Mortgages of said County. FOR. Witness my hand and seal of RECORDER'S USE County affixed. AFTER RECORDING RETURN TO Evelyn Biehn

med with the deaptions and these claims

tarest down woodness as a County Clerk

Fee \$13.00

and in terms (A.T.C. of they can recall

By Qauline Millinglate Deputy