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. now or nereaster appertaining, and the tests, issues and profits the tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

becomes due and payable. In the event the strator without first having the conveyed, assigned or alienated by the grantor without first having then, at the beneficiary's option, all obligations secured by this instrument then, at the beneficiary's option, all obligations secured by this instrument then, at the beneficiary's option, all obligations secured by this instrument then, and repair; not to the security of this trust deed, grantor agrees:

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

To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good ond workmanike in the constructed, damaged or manner and the property in good and workmanike property in the property in good and workmanike property thereon, and pay when due anhoust incurred therefor.

2. To comply with all laws ordinances, regulations, coverants, conditions and restrictions alterning statements pursuant to the finition Commercion in executing such his laws ordinances, regulations, coverants, conditions and statements pursuant to the finition Commercion in executing such his laws ordinances, regulations, coverants, conditions as statements pursuant to the finition Commercion in executing such his laws and to pay the desirable by the public office or offices, as well as the cost deemed desirable by the public office or offices, as well as the cost deemed desirable by the public office or offices, as well as the cost of desirable by the public office or offices, as well as the cost of desirable by the public office or offices, as well as the cost of desirable by the public office or offices of the beneficiary will hose pay prior to the expiration of an office of the beneficiary and property before any pursuance policy and the strategy and the public of insurance now or at grantor's expense. The public offices of the public of the

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eniment domain or condemnation, beneliciary shall have the right it is elects, 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 lees necessarily, paid on incurred by grantor in such proceedings, shall be paid to beneliciary and incurred by it first upon any reasonable costs and expenses and attorney's lees applied by it first upon any reasonable costs and expenses and incurred by beneliciary in such proceedings, and the balance applied upon the indebtedness ficiary in such proceedings, and the balance applied upon the indebtedness and expenses and grantor agrees, at its own expense, to take such actions pension, promptly upon beneficiary's request upon written request of beneficiary, payment of its lees and presentation of this deed and the note for its lees and presentation of this deed and the note for endorsement of its lees and presentation of this deed and the note for endorsement of its lees and presentation of this deed and the note for endorsement of its lees and presentation, without carried the liability of upon beneficiary in preson for the payment of the indebtedness, trustee may the liability of up person for the payment of the indebtedness, trustee may the liability of upon beneficiary in the payment of the indebtedness, trustee may the liability of upon person for the payment of the indebtedness, trustee may be a present to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereo; (d) reconvey, without warranty, all or any part of the property. The thereo; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the 'person or persons in the property of the property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property of the property o

together with trustee's and attorney's fees 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 sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels in one parcel or in separate parcels and shall sell the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee a sell of the parcel of the parcels and shall sell the time of sale. Trustee is the parcel of the parcels and shall sell the time of sale. Trustee the property so soll but without any covenant or variantly, express or implied. The recitals in the deed of any matters of lact shall be conclusive property of the third of the trustee with the parcel of the trustee the trustee. The property of the parcel of the payable of the trustee sells pursuant to the powers provided herein, trustee that apply the proceeds of sale to payment of (1) the expenses of sale, installing the compensation of the trustee and a reasonable charge by trustee, alternative the provided sell of the payable of the trustee in the trustee having recorded liens subsequent to the interest of the trustee in the trustee will any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if 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 successors of any trustee named herein or to any successor trustee appointed herein trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointen instrument executed by the supporting of the successor trustee, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by extent instrument executed by beneficiary which, when recorded in the mortage records of the county or counties in which, when recorded in the mortage records of the county or counties in of the successor trustee.

10 the successor trustee.

21 truste accept substituted, shall be conclusive proof of proper appointment of the successor trustee.

22 acknowledged is made a public record as provided by law. Trustee is not colligated 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 the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to do business under the laws of Oregon or the United States, or an escrow agent licensed under ORS 696.505 to 696.585.

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 of the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, 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) lor 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 piedee, of the contract secured hereby, whether or not named as a beneficiary herein. In constraing this deed and whenever the context so requires, the masculine gender includes the leminine 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. (If the signer of the above is a corporation, use the farm of acknowledgement apposite.) STATE OF OREGON, STATE OF OREGON, County of Klamath This instrument was acknowledged before me on This instrument was acknowledged before me on vember 1914, 1988; by November and (Helene Melton 1ton Notary Public for Oregon Notary Public for Oregon (SEAL) EAL), My commission expires: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid., Trustee 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 and the proper recent and predict charact any and for me 19 ens which terrances Beneficiary 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. STATE OF OREGON, TRUST DEED KEN NOT SHANTE County of ... Klamath (FORM No. 881) I certify that the within instrument was received for record on the ...23rdday of, 1988..., and the control of the test one at 3:31 o'clock P...M., and recorded Promise Busy SPACE RESERVED or generally page 19934..... or as fee/file/instru-FOR ment/microfilm/reception No. 9.4227...., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of County affixed. ne o lowe AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk ASPEN TITLE & ESCROW, INC.

Fee \$13.00 Shall cash

Collection Department

ACCES.

NAME

By Oruline Mullendois Deputy