TRUET DEED

Vol. mgg Paga 22290 @

THIS TRUST DEED, made this28thday ofDec	ember, 19 88., between
RANDALL L. TURNER AND BONNIE S URNER HUSBAILD ALL	
as Grantor,MountainTitle Companyof Klamath County	, as Trustee, and
CHARLES G. DUNCAN AND LEONE M. DUNCAN, husband and wife	Last
as Beneficiary, WITNESSETH:	ar convices of sale the property
Grantor irrevocably grants, bargains, sells and conveys to trust	ee in trust, with power or sale, the property
in Klamath County, Oregon, described as:	ndu useshind to record on the 400 miles
see attached	Countres

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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.

OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the

note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, if not somer paid, to be due and payable and some partitions. If note the date, stated above, on which the tinal installment of said note 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 thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

becomes due and payable. In the event the within described picture, sold, conveyed, assigned or alienated by the granfor without list has herein, shall become immediately due and payable.

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

I. To protect, preserve and maintain said property in 50d conditions and repair; not to remove waste of said property, and in 60d and workmanlike mot to commit or perfete or restore promptly and, in 60d and workmanlike monanter any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, damaged or for the control of the said property in 60d and workmanlike monanter any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, comply with all laws, ordinances, regulations, overants, conditions and restrictions allecting said property if the benefit of the comply in the said property if the benefit of the property public office or offices, as said property if the benefit commercial Code as the beneficiary may require the cost of all line searchs made the public office or offices, as a may be deemed desirable by the group of the public office or offices, as a said of the public of the latter; all companies acceptable to the beneficiary may from time to improve the companies acceptable to the beneficiary may from time to improve the public of insurance shall be defined by the public of insurance shall be defined to the beneficiary with beneficiary as soon as insured; in old of any policies of insurance on or hereatter placed on said buildings, the beneficiary only procure the same at granfor's expense. The, amount of the first of the public of th

It is mutually agreed that:

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8. 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 amount required 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 incurred by grantor in such proceedings, shall be paid to beneficiary and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees; at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request compon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full 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

naving obtained the written consent or approval of the beneficiary, rument, irrespective of the maturity dates expressed therein, or substitution or other agreement altecting this deed or the lien or charge subordination or other agreement altecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all cheef or the lien or charge thereof; (d) reconvey, without warranty, all cheef or the lien or charge specific in any reconveyance may be described as the person or persons frantee in any reconveyance may be described as the person or persons regally entitled thereto, and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof Trustee's fees for any of the services mentioned in this paragraph shall be conclusive proof of the truthfulness thereof Trustee's fees for any of the conclusive proof of the truthfulness thereof the person, by the conclusive proof of the truthfulness thereof the person of the pointed by a court, and without referred to the proof of the angelia to the indebtedness hereby secured, enter upon and take possession of said property in the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own that any indebtedness and profits, including frame passes of operation and collection, including resonable atforney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

If the entering upon and taking possession of said property, the collection of such reast, issues and profits, or the proceeds of lire and other insurance policies or compensation or release thereof as aloresaid, shall not cure or property, and cause of application or release thereof as aloresaid, shall not cure or property, and cause of a papilication or awards for any taking or damage of the insurance policies or compensation or release thereof as aloresaid, shall not cure or waive any outen horice.

If Jupon default by frantor in payment of any indebtedness secured hereby or in the

and expenses actually incurred in enforcing the obligation of the trust deed 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 pacels and shall sell the parcel or parcels at in one parcel or in separate pacels and shall sell the parcel or parcels at auction to the highest bidder floads and shall sell the parcel or parcels at eaction to the highest bidder leaded in form as required by law conveying shall deliver to the punchaser its deed in form as required by law conveying the property so sold, the deed of any matters of tact shall be conclusive proof plied. The recitals in the deed of any matters of tact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the careed sol sale to payment of (1) the expenses of sale, including the particular parti

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 to any trustee named herein or to any successor trustee appointed herein and with the conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by when the executed by beneliciary, and substitution shall be made by when recorded in the mortgade records of the country or counties in which, when recorded in the mortgade records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made public record as provided by law. Trustee is not 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.

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

The grantor covenants and agrees to and with the beneficiary ly seized in fee simple of said described real property and has a v	and those claiming under fill, that he is law- ralid, unencumbered title thereto
and the same of the same same some some same same same same same same same sa	Louis Castle Louis Castle Particle ersons, whomsoever
that the secretary has seen consistent that is speak to translating and to the many that the secretary and the secretary	the stage of markets and the second of the s
This is the exact these only as the strong of and prought shall be taken from the first only of summer distinct of the contraction of the strong shall be replied that the strong shall be replied that the strong shall be replied that the strong shall be such as the strong shall be replied to the strong shall be shall be supported to the strong shall be such as the strong shall be supported to t	Applicações de la granda que la casa de la c Barra de las grandas de la casa d Barra de la casa de la
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The grantor warrants that the proceeds of the loan represented by the abo (a)* primarily for grantor's personal, family or household purposes (see In	ye described note and this trust deed are:
(b) for an organization, or (even it grantor is a natural person) are for-	ousness of commercial purposes.
rsonal representatives, successors and assigns. The term beneticiary snatt medicary cured hereby, whether or not named as a beneticiary herein. In construing this named as a beneticiary herein. In construing this named includes the teminine and the neuter, and the singular number includes the second control of the second control	n the holder and owner, including pleages, the contract, deed and whenever the context so requires, the masculine e plural, and the second of the context so requires, the masculine and the second of the context so requires, the masculine and the context so requires, the masculine and the context so requires the conte
IN WITNESS WHEREOF, said grantor has hereunto set his	Andel Anderson
MPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is to applicable; if warranty (a) is applicable and the boneficiary is a creditor such word is defined in the Truth-in-lending Act and Regulation Z, the inefficiary MUST comply with the Act and Regulation by making required accounts; for this purpose use Stevens-Ness Form No. 1319, or equivalent compliance with the Act is not required, disregard this notice.	DIVILE ILKINI DIVILE ILKINI ITE S. Türner
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(SEAL) My commission expires: 6-16-92 My commission	SEAL SEAL
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The undersigned is the legal owner and holder of all indebtedness secure trust deed have been fully paid and satisfied You hereby are directed, on pay said trust deed or pursuant to statute, to cancel all evidences of indebtedness	vment to you of any sums owing to you under the terms
herewith together with said trust deed) and to reconvey, without warranty, site estate now held by you under the same. Mail reconveyance and documents to	the parties designated by the terms of said trust deed in
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	Beneticiary
Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delived	red to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON, $\left. \right. \right\}_{s}$
(FORM No. 881)	County of
Turner, and the first of the four general of	of,19
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Order No: 20803-D

EXHIBIT "A" LEGAL DESCRIPTION

The following described property is all situate in Klamath County,

The NE1/4 NW1/4, the SW1/4 NW1/4, the NW1/4 SW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian. ALSO the Willamette Meridian; all that portion of the NW1/4 NW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian; all that portion of the NW1/4 NW1/4 of Section all that portion of the SW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian, lying East of the following described line:

Beginning at an iron pin on the West line of said NW1/4 NW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian which is South 0 degrees 30 East 950 feet from the section corner common to Sections 3 and 4, Township 41 South, Range 11 East of the Willamette Meridian and Sections 33 and 34, Township 40 South, Range 11 East of the Willamette Meridian; thence North 47 degrees 15' East along a fence, 312 feet; thence North 15 degrees 45' East along said fence 238 feet to a fence corner; thence South 89 degrees 10' East along a fence, 132 feet; thence North 2 degrees 30' West along said fence, 1308 feet; thence North 0 degrees 50' East along said fence a distance of 206 feet; thence North 11 degrees East along said fence a 268 feet, more or less, to the North boundary of said SW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian, EXCEPTING THEREFRON that portion conveyed to George B. Seebeck et ux., by deed recorded in Volume 307 at page 470, Deed Records of Klamath County, Oregon, as follows:

Commencing at the corner of Sections 3, 4, 9 and 10, Township 41 South, Range 11 East of the Willamette Meridian; thence 1320 feet due thence 1320 feet due North to a point; thence 1320 feet due North to a point; thence 1320 feet due West to a point; thence 1320 feet due South to the point of beginning in the Willamette Meridian.

ALSO, the SE1/4 NW1/4 and the NE1/4 SW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian.

AND ALSO, A parcel of land situated in Sections 33 and 34 in Township 40 South, Range 11 East of the Willamette Heridian, and Section 3, Township 41 South, Range 11 East of the Willamette Heridian, described as follows:

Beginning at a point on the West line of Section 3, Township 41 South, Range 11 East of the Willamette Heridian, marked by an iron pin South 0 degrees 30' East 950 feet from the Northwest corner of Section 3; thence North 47 degrees 15' East 312 feet; thence North 15 degrees 45' East 238 feet to a point on the Easterly boundary of Flesher-Pope (continued)

(Legal description continued)

Irrigation ditch, the true point of beginning; thence South 89 degrees 10' East 132 feet; thence along an existing fence, North 2 degrees 30' West 1308 feet; thence North 0 degrees 50' East 206 feet; thence North 11 degrees East 268 feet to a point on the South line of the NW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian; thence East along said South line to the Southeast corner of said NW1/4 SW1/4; thence North along the East line of said NW1/4 SW1/4 to the Northeast corner of said forty; thence West along the North line of said forty and the North line of the NE1/4 SE1/4 of Section 33, Township 40 South, Range 11 East of the Willamette Meridian to the Northwest corner of said NE1/4 SE1/4; thence South along the West line of said forty to the Northeasterly boundary of the Flesher-Pope Irrigation Ditch; thence Southeasterly along said ditch boundary to the true point of beginning.

EXCEPTING THEREFROM a tract of land situated in the NE1/4 SE1/4 of Section 33, Township 40 South, Range 11 East of the Willamette Heridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the CE1/16 corner of said Section 33; thence South 89 degrees 52' 59" East, 1324.91 feet to the East 1/4 corner of said Section 33; thence South 00 degrees 01' 38" West, along the East line of said NE1/4 SE1/4, 681.00 feet; thence North 89 degrees 52' 59" West 1098.01 feet to a point 15 feet Easterly of the existing center of the Pope-Flesher-Duncan Irrigation Ditch; thence along a line 15 feet Easterly and Northeasterly of said ditch, North 14 degrees 37' 22" West 36.38 feet, North 25 degrees 14' 23" West 84.31 feet, North 65 degrees 24' 57" West 136.89 feet and North 56 degrees 25' 30" West 68.97 feet to a point on the West boundary of said NE1/4 SE1/4; thence North 00 degrees 03' 35" East 474.94 feet to the point of beginning, with bearings based on the survey of said Major Land Partition 10-86.

Tax Account No: 4011 00000 07000 4011 00000 07100 4011 03300 01300 4011 00300 00300 4111 00300 00400 4111 00300 00600

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of	Ellad for money of rec	wast of	lountain Title	Co.	the	30th day
of Mortgages on Page 22290					1. and duly recorded	in Vol. <u>M88</u>
	Oi			on Pag	e 22290	
						lerk
FEE err no By Drilling Mullimplane						

FEE \$23.00