NOVEMBER 19 88 between TRETY
L. FAVO, TENANTS BY THE Grantor. 95802 7± day of _ 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 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, COUNTY, OREGON, described as: 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaming, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of vanitar informational and navment of the sum of SEVEN THOUSE. EIVE HUNDRED

Dollars, with interest thereon occording to the terms of a promissory note of even date nerewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not somer paid, to be due and payable by the date of materials and interest hereof, if not somer paid, to be due and payable by the date of materials and interest hereof. Deneficiary or order and made by grantor, the final payment of principal and interest hereof, if not somer paid, to be due and payable Louis and payable to me event. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes the and payable to me event be within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned to alterated by the krantor 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 herein, shall become immediately due and payable. the date of maturity of the debt secured by this instrument is the date, stated allow, on which within described property or any part thereof, or any interest therein is sold agreed to be obtained the written consent or approval of the beneficiary, then, at the beneficiary option, all contents therein, or herein, shall become immediately due and payable experted therein, or herein, shall become immediately due and payable.

The above described teal property is not currently used for agricultural, timber or grazing purposes.

The above described teal property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust dead, grantor agrees.

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

To complete or restore promptly and in good and workmanlive mainter any payable to responsible constructed, damaged or destroyed thereon, and payable the construction of any property of the construction of any property of the configuration of the configuration of the configuration of the property of the property of the configuration of the property of many property is to the expiration of may procure any part of such payable to the latter, all payables to the latter, all payables and to deliver and policies to the beneficiary in the property of may procure the same all the deliveral policies to the beneficiary and promises for many determine, or all options are sold buildings, the beneficiary of may procure the same all the deliveral policies to the beneficiary with and promises free promises the center on a surface of the payable of the property of may procure the same all the deliveral policies to the beneficiary in the configuration of the property of may procure the same all the deliveral policies to the beneficiary in the property of may procure the same all the deliveral policies to the beneficiary in the property of may procure the same all the deliveral policies to the beneficiary in the property of may procure the same all the deliveral policie restriction increon, (c) form in any subordination or other agreement affecting may deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person of the property of th including reasonable attorney's fees subject to paragraph. 7 hereof upon any indebtedness secured nereby, in such order as beneficiary may determine.

11. The entering upon and taking possession or said property, in collection of the property of the proceeds of fire and entering the collection of the proceeds of the and entering and profess or taking or damage of the property, and the compensation or advantable of the proceeds of fire and entering and default of application or release thereof as aforesaid, shall make our or waste and default of notice of default hereinder or invalidate any act done pursuant to such motives in his performanced by granter in payment of an exemple and of the above in the property of the property of the security of the property of the property is currently used professional to such an event and if the above the design of the property is currently used professional trust deed in equity as an arrigage of the hence of the property is currently used professionally the trust deed in equity as a marrigage or deat the bench cars, or the furties that the death of the property is a superior of the fruits trust deed in equity as a marrigage or deat the hence is any or the current and side. In the latter rendered of default and his election must be ellipsed to the property to statisf the obligations seemed herein to sell the said adventment and side. In the latter endice of default and his election into sell the said adventment and side. In the latter the object of the trustee to foreclase this trust deed in the manner provided in ONS/86, 740 to the said property to statisf the obligations seemed needs whereupon the teaching the the mean and the property to statisf the obligations seemed needs whereupon the trust deed in the manner provided in ONS/86, 740 to the beneficiary of his successors in interest, respectively. The provided months are successors in interest, respectively in a centre amount time day that the obligation seemed mereby (including cost under the terms of the trustee of the with this obligation.

To appear in and defend any action or proceeding purporting to affect the source splits or powers of beneficiary or trustee, and or any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the procedure of this deed, only all costs and expense, including content of the beneficiary's or instead and expense, and thought of the suit the beneficiary's or instead in the sensition of the suit of t

ASPEN 33031 TRUST DEED

It is mutually agreed that.

8. In the event that any portion or all of said property shall have the right, if it is right of emment amount or condemnation, heneficiary shall have the right, if it is elect to require that all it is no portion of the montes parable as compensation for such taking, with the covered of the amount required to pay all reasonable costs, such taking, with the covered of the amount required by grantor in such proceedings, hall be pay to heafficiary and applied by it first amount proceedings hall be pay to heafficiary and applied by it first amount appeals courts, costs and expenses as the configuration of position to the first and applied in the said and the balance of the configuration of the first and from time to time upon written requires a still be necessary payment of its fees and presentation of this deed and the for endorsement and position of this deed and the for endorsement and position of the first payment of the making payment of the payment of the individual control of the individual control of the payment of the making perion for the payment of the order of the individual property. (b) Join in granting any easement or creating any of any map or plat of said property, (b) Join in granting any easement or creating any of any map or plat of said property, (b) Join in granting any easement or creating any of any map or plat of said property, (b) Join in granting any easement or creating any of any map or plat of said property.

excluding the trustee, but including the grantor and beneficiary, may purchase at the safe.

15. When trustee selfs pursuant to the powers provided herein, trustee safe, apply the proceeds of safe to payment to the powers provided herein, trustee safe in the powers provided herein, trustee safe in the payment of (1) the expenses of safe, including the complex that the safe and a reasonable charge by trustee's afterness of the complex and the trust deed. (3) to all pression having considerable may subsequent to the trust deed. (3) to all pression having interests may subsequent to the trust deed. (3) the surplus, I may be under of their priority and drift in surplus, I may be the grantor or to appear in the surplus of the priority and surplus.

16. For an recason permitted by law beneficiary may from force to time appoint a successor or the cross to any tendend herein or to any necessor trustee. The latter shall be esteld with all title, powers to the control of the c

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property is situated, shan be conclusive proof of proper appointment of significant trustee.

Trustee accepts this trust when this deed, they executed and acknowledged is made a public record as provided by law, Trustee is not obligated to notify any party hereby of pointing sale under any other deed of trust or of any action or proceeding in with granter, heneficiary or trustee shall be a party unless such action or proceeding is brought 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 The frust Deed Act provides that the trustee hetevider 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, a title insurance company authorized to insure title to real property of this state, its subsidiaries, aftiliates, agents or branches, or the United States or any agency thereof.

and that he will warrant and forever defend the same against all persons whomsoever. - กับเดิสรีมี 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, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural persoh) are for business or commercial purposes other than agricultural pulposs.

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 pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns are presented as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine 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. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the signing of the contract or agreement. If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, us you aid not receive a property Report prepared pursuant to the tutes and regulations of the office of intersace cand sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. * 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 or 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. If compliance with the Act not required, disregard this notice. WITNESSE TERRITORY OF GUAM SS CITY OF AGANA on NOVEMBER 8,1988 before me, the undersigned, a Notary Public in and for the Territory of Guam, personally appeared DANILO K. ADERON known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That HE resides at 145 BLAS-DELA CAUE ST SAN TO GUES, that HE was present and saw DANILO A. FAVO E THE TO be the person described in, and whose name is subscribed to the within FOR NOTARY SEAL OR STAMP ROMAN C. PEL **NOTARY PUBLIC** whose name is subscribed to the within In and for the Territory of Guam U.S.A. .. whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed #11 name thereto as a witness to said execution. My Commission Expires: July 31, 1993 Lafacto Signature: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trusteo 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 DATED: , 19....... Reneficiary lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON TRUST DEED County of Klamath I certify that the within instrument was received for record on the , 1989 Jan. 6th day of at 3:41 o'clock PM., and recorded in book M89 on page 402 in book 95802 .. Grantor or as file/reel number SPACE RESERVED Record of Mortgages of said County. Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary

Fee \$13.00

Evelyn Biehn, County Clerk

By Oduline Mullanday Deputy

AFTER RECORDING RETURN TO

A.T.c.