THIS TRUST DEED, made	10th day ofJ	anuary	, 19.89, between
		and the second s	
JOHN E. SCOGGIN & MARIAN A as Grantor, MOUNTAIN TITLE	1. SCOGGIN, husband and will	2	, as Trustee, and
as Grantor, MOUNTAIN TITLE	William	Y 11	
	1 (40010 / 3.0		
DONALD P. CARNER			
as Beneficiary,	WITNESSETH:	• • •	of sale the property

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the prop

Starting at a point 398 feet West of the Northeast corner of the SE% SE% of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence West 198 feet; thence South 220 feet; thence East 198 feet; thence North 220 feet to the place of beginning situate in the SE' SE' of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No. 2309-13D0-2600

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.

*"(\$13,500.00)

nerein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor, and pay when due all costs incurred therefor, the said property with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary or request, or of the said code as the beneficiary may require and to pay for filing same in the cold Code as the beneficiary may require and to pay for filing same in the cold Code as the beneficiary may require and to pay for filing same in the proper shubic office or offices, as well as the cost of all lien searches made by filing officer or searching agencies as may be deemed desirable by the beneficiary.

[4. To provide and continuously maintain insurance.]

poin in executing such financing statements pursuant to the Uniform Commercial Gode as the bendiciary may require and to pay for filing same in the proper Quiblic office or folices, awell en the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the bensliciary.

A. To provide and continuously maintain insurance on the buildings of the provide and continuously maintain insurance on the buildings and such other here and a the bensliciary may from time to time require in and such other here and a the bensliciary may from time to time require. In an amount not less the bensliciary may from time to time require, in an amount not less the bensliciary, with loss payable to the latter all companies acceptable to the bensliciary may from time to time require. In the season of the season 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 eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the under the right; it is of elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess the amount required to pay all reasonable costs, expenses and attorney's lees, necessarily paid or to pay and the paid to beneficiary and attorney's lees, replied by grantor in such proceedings, shall be paid to beneficiary or only in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its wet expense, to take such excess and execute such instruments as shall be necessary in obtaining such consequence to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for indebtedness, trustee may 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The thereot; (d) reconveyance may be described as the "person or persons grantee in the conveyance may be described as the "person or persons grantee in the conveyance may be described as the "person or persons grantee in the conveyance may be described as the "person or persons grantee in the conveyance of the property. The there is the property of the property, and the application of release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby in the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby and the succession of the threshed of the the property of the succession of the trustee to pursue any other right or equity, which the beneficiary may have. In the remedy, either at law or in equity, which the beneficiary may have. In the remedy, eith

proceed to foreclose this trust deed in the manner provided in ORS 86.735 ale, 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 86.735. This value, the grantor or any other person so privileged by ORS 86.735, may the default or defaults. It the default may be cured by paying the sums secured by the trust deed and default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default is capable tendering the performance required under the being cured may be cured by any case, in addition to curing the default had beliated to the cure of the cure and the tendering the performance required under the obligation or trust deed constant the cure shall pay to the beneficiary all control dealufts, the person existing the cure shall pay to the beneficiary all control of the cure with trustee's and attorney's less not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the sale shall be held on the date and sale sha

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 on separate parcels and shall sell the parcel or Darcels at auction to the highest bidder for cash, payable at the time of sale Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying plied. The rectified in the deed of any matters of fact shall be conclusive proof of the trustees thereof. Any person, excluding the trustee, but including the grantor to the beneficiary, may purchase at the sale.

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 saltoney (2) to the obligation secured by the trust ded, (3) to all persons attorney (2) to the obligation secured by the irust ded, (3) to all persons the their interests may appear in the order of their priority and (4) the 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. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred rustee, the latter shall be vested with all title, powers and substitution shall be made his writing the recorder executed by heneficiary, and substitution shall be made his writing the conduction of the successor trusteed in the invested records of the county or counties in the successor 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 notify 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 Bor, a bank, trust company or sovings 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 states and loan association authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to insure title to real states. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company or states an active member of the Oregon State Bor, a bank, trust company or sovings and loan association authorized to insure title to real states. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company or sovings and loan association authorized to insure title to real states. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company are the United States and Indicates an active member of the Oregon States are the Oregon States and Indicates an active member of the Oregon States are the Oregon States and Indicates an active member of the Oregon States are the Oregon States and Indicates and Indicates are the Oregon States are the Oregon States and Indicates are the Oregon States are the

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 ign 418000's personal family of household primarily in the second primarily in the second

This deed applies to, inures to the benefit of and binds a		
	Il parties hereto, their heirs,	legatees, devisees, administrators, executive and owner, including pledgee, of the contract
representatives, successors and assessment	terring this deed and Wil	enever the context so requires, the mascania
solial terreby, whether or not named as a beneficiary herein. In ured hereby, whether or not named as a beneficiary herein. In uder includes the teminine and the neuter, and the singular num der includes the teminine and the neuter, and the singular num	nber includes the plana.	day and year first above written.
ider includes the teminine and the neuter, and the singular number in WITNESS WHEREOF, said grantor has he	ereunto set his hand the	()
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APORTANT NOTICE: Delete, by lining out, whichever warranty (a) or	(b) is John E. Scog	gin (C
applicable; if Warranty to the	Z. the	10 1
such word is defined in the Truth-in-Lending at the world is defined in the Act and Regulation by making received filling the filling state of the s	quired valent.	
efficiary MUST comply with the Act and segments. losures; for this purpose use Stevens-Ness Form No. 1319, or equiv ompliance with the Act is not required, disregard this notice.	I Will	il Daggen
	Marian M. So	loggin ///
the signer of the above is a corporation,		
the term of accounts and the term of the t		,
TATE OF ORFGON.	STATE OF OREGON,) ss.
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