Vol m89 Paga 2841 97341 TRUST DEED THIS TRUST DEED, made this 13th day of January Husband
Keith Castel and Sondra Castel Husband as Grantor, May-Slade Oil Car as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: Exhibit "A" affected here to and subject to the terms of a Guaranty contract of the same date.

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two handred Doubles Thomas and Two handred Two handred Doubles Thomas and Two handred Two handred Two handred Two herein contained and payment of the sum of Two handred Two herein thereon according to the terms of a promissory of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if the sum of the sum of the sum of the sum of the due and payable to be due and payable to be due and payable to the sum of t

becomes due and payable. In the event the strantor without first has sold, conveyed, assigned or alienated by the grantor without first has then, at the beneficiary's option, all obligations secured by this instrunt herein, shall become immediately due and payable.

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

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1. To protect, preserve and maintain said property in good and workmanlike and repair not to remove or demolsh any building or improvement thereon; and sold property.

To complete or restore promptly and good and workmanlike and the strain of the sold pay when due to six incurred therelor.

destroyed thereon, and pay when due to costs incurred therelor.

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destroyed there on the said property; if the beneficiary so requests, to cost and the property of the cost of the pay for t

pellate court shall adjudge reasonable as the balance and shall nery's lees on such appeal.

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 right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation, beneficiary shall have the right of eminent of the more spayable right of the property of the more spayable to the property of the amount required as compensation for such proceedings, shall be paid to beneficiary and incurred by granter in such proceedings, shall be paid to beneficiary and incurred by the strain of the proceedings, shall be paid to beneficiary and appellate courts, necessarily paid or incurred by denesticiary in such proceedings, and the balance applied upon the indebt pleness secured hereby; and granted afters, 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.

P. At any time and from time to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without altecting 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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The framework without warranty all or any part of the property. The framework without warranty all or any part of the property. The framework without warranty, all or any part of the property. The framework was the recitals therein of any matters or lacks shall be conclusive profit of the truthfulness thereof. Trustee's lees for any of the services mention this paragraph shall be not less than \$5. services mention of the property. The services mention was allowed by a grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy only security for pointed by a court, and without regard to the adequacy only security for pointed by a person by a great or any part thereof, in its own name sue or otherwise collect the rents, or any part thereof, in its own name sue or otherwise collect the rents, or any part thereof, in its own name sue or otherwise collect the rents, respectively and profits, including those past due and unpaid, and apply the same, less upon any indebtedness secured hereby, and 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 lire and other insurance policies or compensation or awarded are any taking or damage of the property, and the application or release thereof any taking or damage of the property, and the application or release thereof any taking or damage of the 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 controlled to the property of the b

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 or in separate parcels and shall sell the parcee or parcels at one parcels and shall sell the parcee or parcels at unition to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required place convergence of the purchaser its deed in form as required place convergence of the purchaser its deed in form as required place conclusive profiled. The recitals in the deed of any matters of lact shall encoulsive profiled. The recitals in the deed of any matters of lact shall be conclusive profiled the front and beneficiary, may purchase at the sale. The 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 cluding the compensation of the strustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all personation corrected by the correct of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus. If any, to the frantor or to his successor in interest entitled to such surplus.

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein the successor trustee. The latter shall be vested with all title, powers and duties confisted upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment with 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 a 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 granter, 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 attainey, who is an active member of the Oregon State Bor, 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 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, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 676.585.

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, tamily or household purposes (see Important Notice below),

(b) for 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 pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine 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 Iruth-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 form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON, County of Klamail This instrument was acknowledged before me on This instrument was acknowledged before me on Defruent 8 ,1989, by Kuth Costel + Southa Cashel

Chic A Burg

Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: My commission expires: 12-13-91 COFRE REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: 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 Beneficiary Do 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 r STATE OF OREGON, TRUST DEED County of I certify that the within instrument (FORM No. 881) was received for record on the day at o'clock M, and recorded in book/reel/volume No. on page _______or as fee/file/instru-SPACE RESERVED ment/microfilm/reception No....., Grantor FOR Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO AW OFFICE OF BRUCE E. HUFMAN 409 Pine Klamath Falls, Oregon 97601 (503) 883-1431

Order No: 20835

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in Tract 45 of Altamont Small Farms in the NW1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the Easterly right-of-way line of Altamont Drive from which the platted Northwest corner of said Lot 45 bears North 00 degrees 11' 00" East 96.34 feet and North 88 degrees 46' 00" West 10.00 feet; thence South 00 degrees 11' 00" West, along said right-of-way line, 134.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the most Northerly corner of that tract of land for additional right-of-way as described in Deed Volume M79, page 8412; thence South 44 degrees 33' 38" East 28.41 feet to the Southeast corner of said tract and being on the South line of said Tract 45 and marked by a 5/8" iron pin with Tru-Line Surveying plastic cap; thence along said South line South 89 degrees 18' 20" East 135.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 00 degrees 11' 00" East 154.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 89 degrees 18' 20" West 155.00 feet to the point of beginning, with bearings based on Altamont Drive as being North 00 degrees 11' 00" East.

STATE	OF OREGON: CO	UNTY OF K	LAMATH:	SS.			
Ciled 4	for record at request	of	Bruce E.	Huffman	th		day
of	Feb.		89 at	4:43	o'clock P.M., and duly recorde	ed in Vol. M89	
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