THIS TRUST DEED, made this 17th day of April 19 89, between ESTHER L. STREET & LETHA T. HOPKINS, not as tenants in common but with the right of

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

Fay L. Strain

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Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in Klamath County, Oregon, described as:

Lot 4, Block 16, FIRST ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3907-2500-4500

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 THIRTY THORICAND NIME HINDER THIRTY POID AND TELLOR

herein, 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 complete or any waste of said property.

2. To complete or improvement which may be constructed, damaged or
manner any building large the following the constructed, damaged or
destroyed the control of pay when due all costs incurred therefor,
destroyed the control of the property of the construction of the comply with all laws, ordinances, regulations, covenants, conditions and restriction allecting said property; if the beneficiary so requests, to
tions and restriction allecting said property; if the conditions of the following training same in the
dial Code as the beneficiary may require and to pay for tiling same in the
dial Code as the beneficiary may require and to pay for tiling same in the
dial Code of the conditions of the same of the building of the property of the building of the property of the prop

poin in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the filing control of the proper public office or offices, as the cost of all lien searches made py lifting officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings of the control of the public officers or searching agencies as may be deemed desirable by the pheneficiary may from time to time require, in and such other hazards as the beneficiary may from time to time require, in an amount not less than \$b \text{ beneficiary may from time to time require, in an amount not less than \$b \text{ beneficiary may from time to time require, in an amount not less than \$b \text{ beneficiary may to the latter; all companies acceptable to the beneficiary may to procure any suprior to the expiration of any policy of insurance now or hereafter place on said buildings, tion of any policy of insurance now or hereafter place on said buildings, tion of any policy of insurance now or hereafter place on said buildings, tion of any policy of insurance now or hereafter place on said buildings, tion of any policy of insurance now or hereafter place on said buildings, tion of any policy of insurance now or hereafter place on said buildings, tion of any policy of procure any any exact one procure any policy of procure any policy of procure of procure any policy of procure of pr

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, beneliciary shall have the right, if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or to pay all reasonable costs expenses and attorney's less, applied by it first upon any reasonable costs and paid or incurred by hencibin in the trial and appellate courts, necessarily paid or incurred by hencibin in the trial and appellate courts, necessarily paid or incurred by hencibin in the trial and appellate courts, necessarily paid or incurred by hencibin in the trial and appellate courts, necessarily paid or incurred by hencibin in the trial and appellate courts, necessarily in obtaining such consecured hereby, and grantor agrees, at its one expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation-promptly upon beneficiary's request upon written request of beneficiary, payment of its less and presentation of this deed and the note for iting, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters of any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services the appropriate by a court in the proof of the adequacy of any security for pointed by a court, and without regard to any agent on the adequacy of any security for pointed by a court in the world in the proof of the angle of the rest, issues and profits on the proof of the rest, issues and profits, or the proof of any appropriate paragraph shall not cure or property, and the application or release thereof as aloresaid, shall not cure property, and the application or release thereof as aloresaid, shall not cure of the herbit of the proof of

objether with trustee's and attorney's lees 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 reparate parcels and shall sell the time of sale. Trustee in one parcel or in expansion parcels and shall sell the time of sale. Trustee in the parcels said to the parchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property of the purchaser its deed in form as required by law conveying shall defend the purchaser its deed in form as required by law conveying the property of the property of the trustees the four three shall be conclusive proof piled. The recitalism three deed of any matters of fact shall be conclusive proof of the trustees either purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of the expenses of sale, including the compensation of the trustee and reasonable charge by trustee's shall apply the obligation secured by the trust deed, (3) to all persons attorney. 20 to the obligation secured by the trust deed, (3) to all persons having their interests may appear in the drefer of their priority and (4) the surplus. If Beneficiary may from time to time appoint a successor or successor.

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

16. Beneficiary 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 trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be wested with all title, powers and duties conferred any any trustee herein named or appointed hereunder. Each such beneficiarly, and substitution shall be made by written instrument executed by beneficiarly, and substitution shall be made by written instrument executed by beneficiarly which, when recorded in the mortgage records of the county 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 obligated to notily any party hereto of pending sale under any other deed of beneficiary or trustee from the property is acceptable to the property in the property in the property is not obligated to notily 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 attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to a 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 escrew agent licensed under ORS 695,505 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.

(a)* primarily for grantor's personal, family or housel	presented by the above described note and this trust deed are: hold purposes (see Important Notice below), DENCEMBER OF THE PRODUCT OF THE PR
This deed applies to, inures to the benefit of and bir personal representatives, successors and assigns. The term be	nds all parties hereto, their heirs, legatees, devisees, administrators, executors, eneficiary shall mean the holder and owner, including pledgee, of the contract in. In construing this deed and whenever the context so requires, the masculine
	as hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a not applicable; if warranty (a) is applicable and the boneficiary is as such word is defined in the Truth-in-Lending Act and Regulat beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319, or a lf compliance with the Act is not required, disregard this notice.	a) or (b) is GUTLAU SWELL a creditor Esther L. Street ion Z, the grequired
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	Letha T. Hopkins, by Esther L. Street as Attorney in fact
	as Accorney in fact
STATE OF OREGON, ) ss.	STATE OF OREGON, ) ss.
County of Klamath)	County of
This instrument was acknowledged before me on	This instrument was acknowledged before me on
Esther L: Street, individually and	as
Cas Atterney in fact for Letha T. Hopki	nso/
F & Egit mala & Danca Notary Public for Oregon	Notary Public for Oregon
My commission expires: 4-16-97	(SEAL)
My commission expires: 7-16-47	My commission expires:
	ST FOR FULL RECONVEYANCE  Lly when obligations have been paid.  Trustee
trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuant to statute, to cancel all evider herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance	garanta e jaken kan tahun 1900 ke mengalai di Araba da ke a
DATED:	• 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	<u> </u>
	Beneticiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secure	s. Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED  [FORM No. 881]  STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.  Esther L. Street & Letha T. Hopkins  (0.4.27 3.20 De S. S.	STATE OF OREGON, County ofKlamath
(FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	County ofKlamath
Esther L. Street & Letha T. Hopkins 10427 32nd DR SE	County ofKlamath

Fee \$13.00

Beneficiary

AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY

Witness my hand and seal of County affixed.

Evelyn Biehn. County Clerk....

By Doublens Mullander Deputy