TILUST DELD

FORM No. [4] - Oregon Trust Deed Series TRUST DEED.

becomes due and payable. In the event the within on without first havir sold, conveyed, assigned or alienated by the grantor without first havir sold, conveyed, assigned or alienated by the grantor without first havir sold, conveyed, assigned or alienated by the grantor agrees.

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

To protect preserve and maintain said priperty in good condition.

1. To protect, preserve and maintain said priperty in good condition and require not to commit or permit or waste of said property.

2. To comply we are to said property in good and workmanike the said property in good and workmanike the said property in good and workmanike the said preserved therefore.

4. To comply with all laws redinances, regulation, so requires the said preserved at the tension of the said steening, statements pursuant to the slining same in the property in the intensical property in the intensical property property in the intensical property in the said preserved and the said preserved and the said preserved and the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other hasards as the book property in the said premises against less or damage by life and ruch other baselicary, with loss payable to the latter; and companies acceptable to the beneficiary of herealter placed on said damage. I said the granton to ruch property in the said premisers against less or damage by protective and property in the said property in th

ney's lees on such appeal.

It is mitually agreed that:

It is more that any portion or all of it id property shall be taken with the right of eminent domain or condennuation, beneficiary shall have the right of eminent domain or condennuation, beneficiary shall have the right of eminent domain or condennuation, beneficiary shall have the right of eminent of the such as compensation for such taking, which are all extra to the amount read to pay all reasonable costs, expenses and altorney's lees necessarily and to pay all reasonable costs, expenses and altorney's reading the such proceedings, at all 5: paid to beneficiary and pay the proceedings, and the pay and expenses and attorney's reading the pay the pay

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granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement altecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The restriction in any reconveyance may be described as the "person or persons against a property of the property of the property of the straintenance in any reconveyance may be described as the "person or persons against a property of the property of the property of the straintenance of the ruthfulness therein of any matters or lacts shall restrict the property of the truthfulness therein of any matters or lacts shall be conclusive proof of the fruthfulness thereof. Truste's fees for any of the services of the property is decrement. In the entering upon and taking possession of said property, the following property is the property of the property of the property of the property and the application or release thereof as aloresaid, shall not cute of property of the propert

property, and the application or release thereol as aloresaid, shall not cute of 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 sesence with respect to such payment aendro performance, the beneticiary may declare all sums secured hereby manufactured by due and payable. In such an essence with respect to such payment aendro performance, the beneticiary may have event the beneticiary at his election may proceed to foreclose this trust deed by event the beneticiary at his election may proceed to foreclose this trust deed by in equity as a mortage or direct the trustee to usue any other right or remedy, either at law or in equity, which the beneticiary may have. In the event the beneticiary elects to foreclose by advertisement and sale, the henticiary of the trustee shall execute and cause to be recorded his written beneticiary of the beneticiary all control of th

and expenses excuency measures, in emorang the configuration of the third deed together with trustee's and altorney'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 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 parcels and shall sell the parcel or parcels at more parcel or the highest its deed in form as required by law conveying 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 pied. The recitals in the deed of any matters of lact shall be conclusive propried. The recitals in the deed of any matters of lact shall be conclusive propried. The recitals in the sale. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

Shall supply the proceeds of sale to payment of (a) the expenses of sale, install supply the proceeds of sale to payment of (b) the expenses of sale, install supply the compensation of the trustee and a reconded tens subsequent to the interest deed. (3) to all person device their precitic and (4) the deed us their interests may appear in the order of their prictity and (4) the surplus, if any, to the granter or to his successor or successor.

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

16. Beneliclary may from time to time appoint a successor or successor trustee appointed here were to any successor trustee appointed here were to the surface of the successor trustee.

18. Trustee accepts this trust when this dead, duly executed and of the successor trustee.

28. Surface of the successor trustee.

29. Surface of the surface of the

NOTE: The Trust Deed Act provides that the truste's 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 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, at 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 696.505 to 696.585.

TOO 3.2

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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 granter warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for granter's personal, family or household purposes (use Important Notice below),

(b) for an organization, or (even it granter is a natural person) are for business or commercial purposes.

This deed applies to, inures to the tenetit 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 pledges, of the contract secured hereby, whether or not named us 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 battoficiary is a coditor as such word is defined in the Truth-in-building Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose uso Stevens-Not Ferm 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 ecknowledgement apposite.) STATE OF OREGON, STATE OF OREGON, County of Klaimath ss.

This instrument was acknowled and indice me on June 17.4. 19.89, by County of This instrument was acknowledged before me on Daniel William Selby (SEAL) Notary Pure 101 (SEAL) Notary Pure 101 (SEAL) Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE The undersigned is the legal owns: and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said crust deed have been fully paid and sathlied. You hereby are directed, on payment to you of any sums owing to you under the terms of caid trust deed or pursuant to statute, to carcel all evidences of indebtedness secured by said trust deed (which are delivered to you Therewith together with said trust deed) and to recenvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Wall reconveyance and documents to DATED: Beneficiary patroy this Trans Deed OR THE NCCE which it secures. Deth must be delivered to the trustee for concollation before reconveyance will be TRUST DEED STATE OF OREGON. (FORM No. 841) County of ...Klamath.... I certify that the within instrument was received for record on the ... 20thdayJune...., 1989..., at 10:46 o'clock ...AM., and recorded SPACE REGERVED in book/reel/volume No.M89...... on Greeter FOR page 10976 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No...1662...., Asija kati Record of Mortgages of said County. Witness my hand and seal of Benetici sry County affixed. Aspen Title Evelyn Biehn, County Clerk Attni Collection Dept. By Rauline Millendate Doputy