becomes due that payable. It is sold, conveyed, assigned or alienated by the grantor without first he sold, conveyed, assigned or alienated by the grantor without first herein, at the beneficiary's option, all obligations secured by this instru herein, shall become immediately due and puyable.

To protect the security of this trust Geed, frantor agrees:

1. To protect, preserve and maintain and property in good condition and repair, not to remove or during his any hilding or improvement thereon; not to commit or permit any waste of said grops of the property of the pr

It is mutually agreed that:

It is mutually unreed that:

8. In the event that any portion or all (1 said property shall be taken under the right of eminent domain or condennation, beneficiary shall have the right, it it so elects, to require that all or any partion of the monits payable as compensation for such taking, which are in scess of the amount required to pay all trasonable costs, expenses and attory's leven necessarily paid or incurred by frantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable cost and expenses and attorny's feet, both in the trial and appellate courts, mecessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the irdebtedness secured hereby; and grantor agrees, 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.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting 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 thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person ilegally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof Trustre's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by 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 of any excirity for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name suc or understandardly the same, issues and prolitis, including those part due and unpaid and apply the same, less costs and expenses of operation and cullection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking pussession of said property, the collection of such reats, issues and prolits, or the proceeds of fire and other insurance policies or compensation or release thereof as aforesaid, shall not cure or waive any default or notice of default hereurder 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 essence with respect to such payment and/or performance the heneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proved to foreclose this trust deed in equity as a mortage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by adverti

and expenses actually incurred in enlorcing the obligation of the trust deed together 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 separate parcels and shall sell the parcel or particular 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 the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the post provided herein, trustee shall apply the proceeds of sale to pay near a the sale. 19. When trustee sells pursuant to the post provided herein, trustee shall apply the proceeds of sale to pay near a cross-make charge by trustee stationey. (2) to the obligation secured such trust deed, (3) to all persons attorney. (2) to the obligation secured such trust deed, (3) to all persons having recorded liens subsequent to the mirrest of the trustee in the trust deed at their interest may appear in the order of their priority and (4) the surplus. 16. Beneficiary may from time to time appoint a successor or successor trustee.

17. Trustee named herein or to any successor trustee appointed here under. Look appointment, and without conveyance to the successor trustee the latter shall be vested with all title, powers and duties conferred under surplus states been in amend herein or to any successor trustee appointment, and without conveyance to 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 othe

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 insure title to real or savings and loan association authorized to insure title to real property of this state, its subsidiaries, offiliares, opents or branches, the United States or any agency thereof, or an escribe agent licensed under ORS 696.505 to 698.585. And the state of t

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 see attached

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, family 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.

gender includes the teminine and the neuter, and the	ery herein. In construin singular number inclu	hereto, their heirs, legatees, devisees, administrators, executo I mean the holder and owner, including pledgee, of the contra g this deed and whenever the context so requires, the macculi des the plural.	
IN WITNESS WHEREOF, said gra	ntor has hereunto s	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 Truth-in-Lending Act and Regulation II, the boneficiary MUSII comply with the Act and Regulation by making exclusived disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.		John Michael Irion	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	×	Denewe Marie Irion	
County of: Klamath	STATE OF	· · · · · · · · · · · · · · · · · · ·	
This distlument was acknowledged before m	County o	of	
ALCOHOL IS CION L.		nent was acknowledged before me on	
John Michael Irion (
Denewe Marie Irion	o.t		
Value Com			
(SEAL)	Notary Publi	ic for Oregon	
(SEAL) My continues ion expires: 6-16-9	M'y commiss	·	
	· · · · · · · · · · · · · · · · · · ·		
raid trust deed or pursuant to statute, to cancel all herewith together with said trust deed) and to reconve	evidences of indebteds y, without warranty, yance and documents	ured by the foregoing trust deed. All sums secured by said mayment to you of any sums owing to you under the terms of ness secured by said trust deed (which are delivered to you to the parties designated by the terms of said trust deed the	
	*****	Beneficiary	
	socures. Both must be deliv	ered to the trustee for cancellation before reconveyance will be made.	
TRUST DEED		STATE OF OREGON,	
(FORM No. 581) STEVENS-NESS LAW PUB. CO., FORTLAND, ORE,		County of	
Irion 1002 A Winus Ld		I certify that the within instrument was received for record on the	
Klaman Jalla, OR 9742)		of	
Grantor		at O CIOCKIVI., and recorded	
Guzy	SPACS RESERVED	in book/mel/volume No	
	FOR	in book/reel/volume No on	
		in book/reel/volume Noon pageor as fee/file/instru- ment/microfilm/reception No	
	FOR	in book/reel/volume Noon pageor as fee/file/instru- ment/microfilm/reception No, Record of Mortgages of said County.	
Beneticiary	FOR	in book/reel/volume Noon page	
Mountain Title Company	FOR	in book/reel/volume Noon pageor as fee/file/instru- ment/microfilm/reception No, Record of Mortgages of said County.	

222 South Sixth

Klamath Falls, OR 97601

MTC No: 22018-D

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land described as follows: Beginning at a point which lies South 1 degree 21' West along the quarter line a distance of 605.5 feet and North 89 degrees 09' West a distance of 20 feet from the iron axle which marks the quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: Continuing North 89 degrees 09' West a distance of 738.84 feet to a point on the Easterly right of way line of the Dalles-California Highway; thence following the Easterly right of way line of the Dallas-California Highway South 6 degrees 02' West a distance of 110 feet to a point; thence South 88 degrees 25' East a distance of 327.7 feet to a point; thence South 6 degrees 02' West parallel to the Easterly right of way line of the Dalles-California Highway distance of 585.55 feet to a point on the forty line; thence North 89 degrees 41' East along the forty line a distance of 468 feet to a point; thence North 1 degrees 21' East a distance of 687.5 feet, more or less, to the point of beginning, said tract, in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3809 018BA 00800

This trust deed is an "All inclusive" Trust Deed and is second and Subordinate to the Trust Deed Now of Record Dated November 25, 1986 and Recorded December 5, 1986 in Volume M86 Page 22408, Microfilm Records of Klamath County, Oregon, in favor of Edwin J. Walker, as beneficiary, which secures the payment of a note therein mentioned.

Peter J. Guzy and Victoria A. Gusy, beneficiaries herein, agree to pay when due, all payments due upon the siad promissory note in favor of Edwin J. Walker, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and trust deed, Grantors herein may make said delinquent payments and any sums so paid by grantor herein shall then be credited upon the sums next to become due upon the note secured by this trust deed.

STATE OF OREGON:	COUNTY O	F KLAMATH.	
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filed for	record at request	of Mountain Title co. the 18th
01	Aug.	A.D., 19 319 at 4:31 o'clock P M and duly recorded in 11 10 11 day
		on Page
FEE	\$18.00	Evelyn Biehn County Clerk By