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FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	COPYRIGHT 1885 STEVENS-NESS LAW PUB. CO., PORTLAND, OR, 97204
THIS TRUST DEED, made this 5th Glenn William Lapeyre & Anita Kathleen Lar	day ofOctober, 1989, between beyre, husband and wife
The state of the s	ath-County , as Trustee, and
Dan.D. McAuliffe & Josephine McAuliffe, h	isband and wife
Grantor irrevocably grants, bargains, sells and coin Klamath County, Oregon, description made a part	nveys to trustee in trust, with power of sale, the property bed as:

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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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable as per terms of note. 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

becomes due and payable. In the country of this grantor without first hat 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:

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

2. To complete or restore promptly and good and workmanlike and the property of the constructed, damaged or destroyed thereon, and pay will laws, ordinances, regulations, covenants, conditions of the control of the control

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, if it is elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all teasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness 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

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granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The fine of any reconveyance may be described as the "person or persons figally entitled thereto," and the recitals therein of any matters or lacts shall legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness threoi. Trustee'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 ob a receiver to be aptime without notice, either in person, by agent ob a receiver to be aptime without notice, either in person, by agent ob a receiver to be aptime without notice, either in person, by agent ob a receiver to be aptime without notice, either in person, by agent of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name of therewise collect the rents, issues and profits, including those past due and anyasid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees 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 awards for any taking or damage of the property, and the application or release thereof as alloresaid, shall not cute or waive any delault 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 extenses.

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 beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at his election the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to foreclose by advertisement and sale, the heneliciary of the beneficiary elects to foreclose by a be recorded his written notice of default and his election to sell the said described read property to satisty the obligation and his election to sell the said described read property to satisty the obligation in the manner provider uncleased to the property of the pr

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided together with trustee's and attorney's lees not exceeding the amounts provided by law. 4. 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 parce or in separate parcels and shall sell the parcel or parcels at auction there highest bidder for cash, payable at the time of sale. Trustee shall diver 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 trusthulness thereof. Any person, excluding the trustee, but including the trustee has been substant and beneficiary, may purchase at the sale. The parcel of the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by 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 story of the surplus. It is the surplus, if any, to the grantor or to his surveysor in interest entitled to such surplus.

surplus, il any, to the grantor 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 to the successor under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be visited with all little, powers and duties conferred trustee, the latter shall be made by written instrument. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trusteed, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and exknowledged 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 grantor, benekiciary or trustee trust or of any action or proceeding is brought by trustee.

NOTE: The Trust Doed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent ticensed under CRS 655.535 to 353.585.

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. and the second s 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 it 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 gender includes the leminine 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 Truth-in-Lending Act and Regulation 7, 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. - Glen william Glenn William Lapeyre Anita Kathleen Lapeyre Kapeyre (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON, County of Klamath This instrument was acknowledged before me on County of This instrument was acknowledged before me on .. (c..., 19...., by Glenn William Lapeyre and Apita Kathleen Lapeyre (SEAL): Notary Public for Oregon
My commission expires: 6 16 92 Notary Public for Oregon My commission expires: Dr. CC (SEAL) 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 the undersigned is the legal owner and holder of an indebtedness secured by the longoing trust deed. All saids secured by the longoing trust deed, an 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. DATED:, 19........ Beneticiary Do not lose or destrey this Trust Dood OR THE MOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON, County of roof a ball record 53. Glenn William Lapeyre & Anita Kathleen Lapeyre Acertify that the within instrument 3203 Ola Midlara de Klamath Jalia Ol a 7603 was received for record on theday in book/reel/vokume No. on bank in granica conser-Record of Mortgages of said County. Beneticiary AFTER RECORDING RETURN TO LITE REPORT OF THE RECORDING RETURN TO LITE RETURN TO L Witness my hand and seal of County affixed. 24 99 91 100 144 31/85-D 12151 DEED NAME Ву ... Deputy

MTC No: 21985

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

Lot 4 or Northwest quarter of Southwest quarter, the Southwest quarter of the Northwest quarter, the West half of Northwest quarter of Northwest quarter of Section 14 in Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING from said Lot 4 (NW1/4 SW1/4) the following described parcel of land:

Beginning at the Southeast corner of said Lot 4; thence Westerly along the South line of said Lot 4 a distance of 417.2 feet; thence North at right angles to said South line a distance of 208.6 feet; thence East parallel to said South line of Lot 4 a distance of 417.2 feet more or less to the Easterly side of said Lot 4; thence Southerly along the Easterly side of said Lot 4 a distance of 208.6 feet, more or less, to the point of beginning.

Tax Account No: 4110 01400 00300

PARCEL 2

A tract of land located in the NE1/4 NE1/4 of Section 15, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin set on the North-South Section line common to Sections 14 and 15, which is 1320 feet North of U.S.G.L.O. East 1/4 corner of Section 15, Township 41 South, Range 10 East of the Willamette Heridian, marked by a 1 1/4" iron pipe with brass cap; thence North a distance of 994.5 feet to an iron pin set on said section line; thence South 20 degrees 23' West a distance of 1060.9 feet to an iron pin; thence East a distance of 369.5 feet more or less to the point of beginning.

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