THIS TRUST DEED, made this day of SULL CLYDE SCOTT AND/ON DARLA 5. SCOTT Grantor, ASPEN TITLE PAID ESCRICTO IN. REALIEST FING A NEWARA COMPONATION WITNESSETH: Granfor irrevogably grants, bargains, sells and conveys to trustee in trust; with power of sale, the property in \_\_\_\_\_\_County, Cregon, described as: GARCEO 18, BLOCK 97 KLAMAR FALLS FOREST ESTATES HIGHWAY 66, UNITY, KLAMAR COUNTY, ONEGON.

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 pagment of the sum of SUFW THOU AND TURE AND 49/10

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to benediciary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable of the debt secured by finis instrument is the date, stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

The above described real property is not currently used for agricu

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 commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike it anner any building or improvement which may be constructed; damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations; covenants, conditions and restrictions allecting said property; il the beneficiary on requests to join in executing such linancing statements pursuant to the Uniform Commercial Control of the state beneficiary may require and to pay to: filling same in the proper public office or ollices, as well as the cost of all lien searcher made by liling officers or searching agencies as may be deemed desirable by the enelicity?

tions and restrictions allecting said property; it the beneficiary in executing such imaneing statements pursuantly to a filling same in the cost of all hier searcher made proper public office or offices, as used as the cost of all hier searcher made point public office or offices, as used as the cost of all hier searcher made py filling officers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary, may from time to time require an amount not less than 3...

The search of the beneficiary with loss payable to the latter, all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grants shall fail the delivered to the beneficiary as soon as insured; if the grants shall fail the delivered to the beneficiary as soon as insured; if the grant shall fail the same at grantor's expense. The amount to deliver said policies to insurance now or hereafter, placed, on said buildings, the deliver said policies to insurance mow or hereafter, placed, on said buildings, the deliver said policies to insurance policy may be applied by beneficiary of the same at grantor's expense. The amount to the same at grantor's expense. The amount to grantor and in such order as deceded, or may part threed, may be released to grantor, and in such order as deceded, or may part threed, may be released to grantor in grantor or release shall not gure or waive any default or notice of default hereunder or invalidate any act done, pursuant, to such a premises free from construction liens and to pay all the said property before any part, of such fares, assessments, and other charges that may be levied or assessed upon or against said property before any part, of such fares, payment or invalidate any actions, insurance premiums, liens or other charges spoth, tunds, with which to beneficiary should be grantor and the payment

(a) consent to the making of any map or plat of said property; (b) join in granting any easurient or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey wince may be described as the "person or persons of the property. The grantee in any reconveyance may be described as the "person or persons of the feeling in the property. The grantee in any reconveyance may be described as the "person or persons be evidenced 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 security opinited by a court, and without regard to the adequacy of any security or any part thereotism charged enter upon and take possession of said property or any part thereotism those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable after such a personable after the property of the pr

The grantor covenants and agrees to and with the beneliciary 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, 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. 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 personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including the contract so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured herein and the neutron of the new terms of the context so requires the context so requir VIN WITTESS WITE CECE, said grantor has nereunto ser his hand the day and year first goove 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 not applicable; if warranty (a) is applicable and the beneficiary is a creditor not such word is defined in the Truth-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 chave is a corporation, **INTITUTE TO THE TOTAL TO THE TOTAL TO THE TOTAL TO THE TOTAL TOTAL TO THE TOTAL TOTAL TO THE TO** (Individual) STATE OF CALIFORNIA COUNTY OF LOSH before me, the undersigned, a Notary Public in and for SEAL) said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the OFFICIAL SEAL within instrument and acknowledged that Howexe HEIDI KAUFMAN-LEVINE NOTARY PUBLIC - CALIFORN
PRINCIPAL OFFICE IN cuted the same. and and official seal WITNESS my b LOS ANGELES COUNTY My Commission Exp. Mar. 9, 1993 by said erms oi to you eed the (This area for official notarial seal) Beneficiary STATE OF OREGON, County of Klamath I certify that the within instrument (FORM No. 881-1) was received for record on the .25th.day millione us \_\_Oct\_\_ with all sale con contains to the contain of at 9:25 o'clock A.M., and recorded intersethi SPACE RESERVED en Becoliciary Grantor ment/microfilm/reception No. 6931...., RECORDER'S USE STORY Record of Mortgages of said County. . Witness my hand and seal of HICE H County affixed. Beneficiary ER RECORDING RETURN TO Evelyn Biehn, County Clerk By Ruline Mullendar Deputy TRUST DEED Fee \$13.00

90403

SANTA MONICA