together with all and singular the tenements, he editaments 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 and control tion with said real estate.

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE PERF

note of even date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereol, if not sooner paid, to be due and payable to beneficiary or order and made by granter, the final payment of principal and interest hereol, if NARCH 1 19 90 WITH RIGHTS TO FUTURE ADVANCES AND The date of meturity of the debt secured by this instrument is the date, stated above, on which the final installment of same the sooner paid, to be due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be sold, conveyed, assigned or allenated by the transfer without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

herein, shall become immediately due and payable.

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

I To protect, preserve and maintain said property in good condition
and repeir; not to remove or demolish any building or improvement thereon;
not to commit or permit any waste of said property.
To complete or restore promptly and in good and workmanlike
To complete or restore promptly and in good and workmanlike
manner any building on improvement which may be constructed, damaged or
manner any building on improvement which may be constructed, damaged or
destroyed, thereon, and pay when due all costs incurred therefor,
sit To comply with all laws, ordinances, regulations; covenants, continued in restrictions alrecting said property; if the biselions; or sequences, to
tioms and restrictions alrecting satements pursuant to the fulling same in the
call Code as the beneficiary may require and to pay for tiling same in the
call Code as the beneficiary as well as the cost of all lien searches made
proper public office or offices, as well as the cost of all lien searches made
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proper public office or offices, as well as the cost of all lien searches made
property and continuously to a search of the publicant.

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join in executing such limancing statements, pursuant to the Uniform Commercial Code, as the beneficiary may require and to pay for liting same in the proper public officer offices, as well as the cost of all ion searches made beneficiary.

To provide and continuously maintain insurance on the buildings officers or searching agencies as may be deemed desirable by the brilling officers or searching agencies as may be deemed desirable by the brilling officers or searching agencies as may be deemed desirable by the brilling officers or searching agencies as may be deemed desirable by the brilling officers of the beneficiary may from time to time require, in an amount of Jess than \$5.

To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount of Jess than \$5.

To see state of the beneficiary, with loss puyable to the latter; all companies of insurance, shall be delivered to the beneficiary as soon as insured; policies of insurance, shall be delivered to the beneficiary as soon as insured; and the sealer placed on said buildings, the officers of the beneficiary as procure the surance policy may such insurance and to it the form of the procure and the place of the sealer of of the

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken et the right of eminent domain or condemnation, beneficiary shall have the referring the require that all or any portion of the monies payable to it it so elects to require that all or any portion of the amount required organization for the costs, expenses and attortey's feet necessarily paid or pay all reasonable may reasonable costs and expenses and attortey's less, lied by it first upon any reasonable costs and expenses and attortey's less, in the tal and appellate courts, necessarily paid or incurred by benefits and appellate courts, necessarily paid or incurred by benefits and appellate courts, necessarily paid upon the indebteduess my in such proceedings, and the balance appelled upon the indebteduess try in such proceedings, and the balance appelled upon the indebteduess and from the payable to take such attorned execute such instruments as shall be necessary in obtaining such complete and from time to time poon written request of benefits and the payable to the payment of the indebteduess, trustee may reasonable to the making of any person for the payment of the indebtedeness, trustee may in consent to the making of any map or plut of said property; (b) join in

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 thereof; (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconvey without warranty, all or any part of the property. The thereof; (d) reconvey without warranty, all or any part of the property. The thereof; (d) reconvey without warranty, all or any part of the property. The thereof; (d) reconvey without part of the truttuluness thereof. Trustee's tees for any of the be conclusive proof of the truttuluness thereof. Trustee's tees for any of the be conclusive proof of the truttuluness thereof. Trustee's tees for any of the be conclusive proof of the truttuluness thereof, and the property may at any of the indebtedness hereof in person, by agent or by a receiver to be apprime without notice, either in person, by agent or by a receiver to be apprime without notice, either in person, by agent or by a receiver to be apprime without notice, either in person, by agent or by a receiver to be apprimentally of the apprimental to the adequacy of any security for pointed by a court, and its own name sue or otherwise collect the rents, erty or any part theolo, in its own name sue or otherwise collect the rents, erty or any part theolo, in its own name sue or otherwise collect the rents, erty or any determine.

11. The entre of the properties of control of the property, and the application or release thereof as alonesaid, shall not cure or property, and the application or release thereof as alonesaid, shall not cure or property, and the application or release thereof as alonesaid, shall not cure or property, and the application or release thereof as alonesaid, shall not cure or property, and the application or release thereof as alonesaid, shall not cure or property, and the notice.

12. Upon default by grantor in payment of any indebtedness secured hereby more of the

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 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 place to the property either to provide the process and sale said to reash, payable at the parcel or in separate parcels and sale the time of sale. Trustee and the parcel or the process of the p

surplus, if 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 trustee appointed herein or to any successor trustee appointed herein or to any successor trustee and appointment, and without conveyance to the successor trustee. The latter shall be trusted or grounded hereinfied. Each such appointment of the successor trustee herein named by scripton instrument executed by beneling and substitution shall be trustee by scripton instrument executed by beneling 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 trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending tale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

rney, who is an active member of the Oregon State Bar, a bank, trust company authorized to insure title to real a company authorized to insure title to real or any ogency thereof, or an escrow agent licensed under ORS 695.505 to 696.585. NOTE: The Trust Deed Act provides that the trustre hereunder must be either an attoor savings, and lean association authorized to do bust test under the laws of Oregor property of this state, its subsidiar es, offiliates, agents or branches, the United States

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PARCEL 1:

A PARCEL OF LAND SITUATED IN PORTIONS OF VACATED BLOCKS 2, 3, 6, 7, 9 AND 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ELDORADO BOULEVARD AND THE NORTHWEST RIGHT OF WAY LINE OF SLOAN STREET; THENCE SOUTH 38 DEGREES 16' 30" WEST ALONG SAID RIGHT OF WAY LINE OF SLOAN STREET, A DISTANCE OF 576.60 FEET TO THE SOUTH RIGHT OF WAY LINE OF DAHLIA STREET; THENCE NORTH 51 DEGREES 43' 30" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTH 38 DEGREES 16' 30" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 51 DEGREES 43' 30" WEST A DISTANCE OF 175.00 FEET; THENCE NORTH 38 DEGREES 16' 30" EAST A DISTANCE OF 658.38 FEET, TO A POINT ON A SOUTHERLY RIGHT OF WAY LINE OF ELDORADO BOULEVARD; THENCE SOUTHEASTERLY ALONG THE ARC OF A 8 DEGREE 28' 30" CURVE TO THE RIGHT, A DISTANCE OF 200.77 FEET TO THE POINT OF SEGINNING.

PARCEL 2:

LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, ACCEPTING THEREFROM THE SOUTHEASTERLY 19 FEET, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

TOM W FREY AND CHERI A FREY

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Filed for record at request of	10 90 at <u>4:37</u>	- Uclock 83	
of Jan. A.1	·, '	on Page 83	County Clerk
of	Mortgages	Evelyn Biehn	County Cicia
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