TRUST DEED (No restriction on assignm

-Dregon Trust Deed Series-

JAN D

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 tixtures 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

sum of ...ONE HUNDRED SIXTY THOUSAND AND NO/100'S----(160,000.00)-----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable APRIL 20, 1993 WITH RIGHTS 150 FUTURE ADVANCES AND RENEWALS 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.

becomes due and payable.

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

The date of maturity of the debt secured by this instrument. Decomes due and payable.

The chove described real property is not currently used for earlicult to the chove described real property is not currently used for earlicult. To protect, preserve and, aminian, said-property-in-good condition and repair; rist to remove or demolish any building or improvement thurson; not to commit or permit any restore, promptly, and in good and workmanlike manner any building or improvement which, may be constructed, damaged or destroyed theteon, and pay when due all coats incurred therefor.

destroyed theteon, and pay when due all coats incurred therefor.

3. To: comply with, all laws, condend the form of the contracted, damaged or destroyed theteon, and pay when due all coats incurred therefor.

Code as the beneficiary may require and to pay for filing same in mentical Code as the beneficiary may require and to pay for filing same in medical Code as the beneficiary may require and to pay for filing same in made by lifting officers or gallies, as yell, all the configuration of the pay for filing same in manner of the pay for filing officers or gallies, as yell, all the configuration of the pay for filing officers or gallies, as yell. as the configuration in manner can be proper public officers or gallies, as yell. as the configuration in manner can be propertied to provide a single properties of the said premises against time to time require, in an amount and the said premises against time to time require, in an amount and the said premises against time to time require, in an amount and the said premises against time to time require, in an amount and the said bedelivered to the beneficiary with loss payable to the latter; all collected in insurance policy and insurance policy in the policy in the policy policy in the policy p

(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 extension and restriction thereon; (c) join in any subordination or other extension and restriction thereon; (c) join in any subordination or other extension and restrict thereof; (d) reconveyance may be described as the "person or persons fraidly 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 thereof. Trustee's lees for any of the services entitled in this paragraph shall be not less than \$5.

If upon any default by frantor hereunder, beneliciary 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 lot the indebtedness hereby secured, enter upon and take possession of said property any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs at de expenses of operation and collection, including reasonable afterney's less 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 prolits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 indebtudness secured hereby or in his performance of any agreement hereunder, the heneticiary may declare all sums secured hereby immediately due and payable. In such as event the beneticiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale. In the latter event the heneticiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisty the obligations secured hereby, whereupon the trustee shall its the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale them after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privaged by ORS 86.760, may pay to the beneficiary or his successors in interest respectively, the entire amount then due under the terms of the trust and and the colligation secured thereby (including costs and expenses actually incurred incurred in the trustee for the trustee for the trustee for the trustee for the trustee in the trust incurred incurred in the provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the residence of the sale shall be held on the date and at the time and place of the sale shall be held on the date and at the time and place of the sale shall be default on the date and at the time and place of the sale shall be default on the date and at the time and place of t

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 be parcels and shall sell the parcel or parcels in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest hidder for cash, payable at the time of sale. Trustee shall deliver to the purchase the time of sale of the property so sold, but sit deed in form as required by law conveying the property so sold, but sithout any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive property of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the grantor and beneliciary, may purson, excluding the trustee, but including 15. When trustee sells pursuant to the powers provided herein, 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 trust attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee and (4) the surplus, if any, to the grantor or to his successor in interest emitted to such surplus.

surplus, it any, to the grannor or to his successor in interest emitted to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by writted hereunder the successor trustee, the latter shall be ande by writted hereunder. Each such appointment and substitution shall be made by writted and its place of record, which, when recorded in the office of the County 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 sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party miles such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney; who is an active member of the Oregon State Bar, a bank, trust company or sovings 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 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.

TITLE ...

By Deputy

TRUST DEED

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801 MAIN ST.

KLAMATH FALLS, OR 97601

FORM gre. 801-1-Onegan fruit Boad Series-IRUST DEED iNo eineinfan an nutram

EXHIBIT "B" PAGE 1 OF 2

PARCEL 1:

A parcel of land in Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the intersect point of the Easterly line of said property and the Southerly right of way line of the relocated Klamath Falls-Lakeview Highway, which is 40 feet distant Southerly from (when measured at right angles to) the centerline of the said relocated highway; said point also being North 55 degrees 50' 30" West 201.20 feet from the intersection of the Southerly right of way line of said Highway and the Northerly right of way line of Shasta Way; thence North 55 degrees 50' 30" West along said relocated right of way line 94.53 feet more or less to the East line of Lot 2, Block 2 of the Re-subdivision of Block 242, MILLS SECOND ADDITION; thence South 0 degrees 19' 30" East along said East line of said subdivision 167.14 feet more or less to the Northerly line of Shasta Way; thence North 89 degrees 40' 30" East 30.51 feet along said Northerly line of Shasta Way to an iron pin; thence North 22 degrees 19' 30" East 123.12 feet more or less to the point of beginning.

PARCEL 2:

The Westerly 80.42 feet of Lots 4 and 5 and the Westerly 80.42 feet of the South 20 feet of Lot 3, Block 2, Resubdivision of Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

AND ALSO Lot 1, Block 2; ALSO the following described portion of Lots 2 and 3, Block 2; Beginning at a point on the West line of said Lot 3 which point is North 0 degrees 05' East a distance of 20 feet from the Southwest corner of said Lot; running thence East along the North line of the South 1/2 of said Lot 3, a distance of 80.42 feet, more or less, to a point 27.58 feet West of the East line of said Lot 3; thence North 98.24 feet, more or less, to a point on the Southwesterly side of South 6th Street; thence North 55 degrees 15' West along the Southwesterly side of South 6th Street, a distance of 48.89 feet, more or less, to the Northwest corner of said Lot 2; thence South along the West line of Lot 2, 106.1 feet, to the Southwest corner of Lot 2; thence West along the line between Lots 1 and 3, 40 feet to the Southwest corner of Lot 1; thence South along the East line of Martin Street 20 feet to the point of beginning.

EXHIBIT B PAGE 2 OF 2

All lying in Block 242 of MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, Oregon, according to the Supplemental Plat of the Westerly portion of Block 242 MILLS SECOND ADDITION to the City of Klamath Falls, Oregon.

EXCEPTING AND RESERVING from the above described property that portion thereof conveyed by Frank Ferrari, et ux., to the State of Oregon by Deed recorded in Book 148, page 201, Deed Records of Klamath County, Oregon.

PARCEL 3:

The Easterly 27.58 feet of Lots 2, 3, 4 and 5, Block 2 of the Supplemental Plat of the Westerly portion of Block 242, MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

EXCEPTING THEREFROM the Northeasterly strip deeded to the State of Oregon for the widening of South Sixth Street.

3809 033DC 15700 Tax Account No: 3809 033DC 15800 3809 033DC 15900

STATE OF OREGON: COUNTY OF KLAMATH: ss.	the 12th day
Filed for record at request of Mountain Title Co.	o'clockAM., and duly recorded in VolM90, on Page6800, County Clerk
of April A.D., 19 30 at Interest of of Mortgages	on Page
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