TRUST DEED

THIS TRUST DEED, made this _____15TH.____day of ____MARCH_______, 1990..., between

MIRIAM L. RAYMUNDO as Grantor,ASPEN_TITLE & ESCROW, ...INC...

ROBERT V. WETHERN, SR.

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:

LOT 11, BLOCK 32, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLOT 2.

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 connective thereof the state of the state

rith said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the tion with said real estate.

nerein, 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 conditions of the protect of the said property in good conditions and repair; not to remove or demolish any building or improvement thereon; or to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

Jo comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneficiary so requests, to recommend the said property in the secuting such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by liting officers or searching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance of the searches made beneficiary.

cial Code as the beneliciary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneliciary or provide and continuously maintain insurance on the buildings new or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneliciary may from time to time require, in an amount not less than \$\frac{1}{2}\$ continuously maintain insurance on the buildings and such other hazards as the beneliciary may from time to time require, in an amount not less than \$\frac{1}{2}\$ continuously maintain floss or damage by fire and such other hazards as the beneliciary, with loss payable to the letter; all oplicies of insurance shall be delivered to the beneficiary as some a insured; to the frantor shall fail or any reason to procure any such insurance and to it the grantor shall fail or any reason to procure any such insurance and to to the farm of any policy of insurance now or hereafter placed or said buildings, tion of any policy of insurance now or hereafter placed or said buildings, tion of any policy of insurance policy may be applied by beneficiary under any procure the same at grantor's expenses. The amount the beneficiary may procure the same at grantor's expenses. The amount collected under any lire or other insurance policy may be applied by beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. To keep said premises fee from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of the debt or assessed upon or against said property before any part of the make payment of the payment or by providing beneficiary wi

It is mutually agreed that:

8. In the event that any portion or all ol said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the mount required so grant reasonable costs, expenses and attorney's lees necessarily paid or in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by the proceedings, and the balance applied upon the indebtedness liciary 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.

P. At any time and from time to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for including 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 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 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 of any matters or lacts shall be conclusive proof of the truthulness thereoi. Trustee's less 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 security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereoi, in its own name suc or otherwise collection and collection, including reasonable attorney'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 proceed of fire and other insurance policies or compensation or release thereof as alloresaid, shall not cure or 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 indebtedness secured hereby immediately due and payable. In such and event the beneficiary at his election may proceed to reclose this trust deed event the beneficiary at his election may proceed to reclose this trust deed in equity as a mortage or direct the trustee to oreclose this trust deed by advertisement and sale, nor may direct the trustee to oreclose this trust deed in equity as a mortage or direct the trustee to oreclose this trust deed in equity as a mortage or direct the trustee to oreclose this trust deed in th

together with trustees 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 parcels at auction to the highest bidder lor cash, payable at the time of sale. Trustes thall 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 including the trustees the fer in the deed of any matters of fact 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 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 charke by trustee attorney, (2) to the obligation secured by the trust deed, 3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee parcel dead as the successor or successors.

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 successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein to the successor trustee, the latter shall be vested with all title, powers and duites configer trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiarly which when recorded in the mortgage ecords 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 necessor expecting sale 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.

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 savings 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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.

THIS TRUST DEED SECURES A NOTE OF EVEN DATE.

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 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. MIRIAM L. RAYMUNDO AKA: MIRIAM L. FEDDERSOHN (MARRIED NAME (If the signer of the above is a corporation, use the form of acknowledgement apposite.) STATE OF ORECON CALIFORNIA STATE OF OREGON: County of ____LOS_ANGELES This instrument was acknowledged before me on This instrument was acknowledged before me on April 2, ,19 90, by MIRIAM L. RAYMUNDO, AKA: FEDDERSOHN (MARRIED NAME) Notary Public for @2553X CALIF Notary Public for Oregon 8/25/91 (SEAL) ssion expires: My commission expires: 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 trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any 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 Secowith 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: Do not lose or destroy this Trust Dead OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. ${ t TRUST DEED}$ STATE OF OREGON, County of Klamath Produce Personal Adams (Personal Sept.) I certify that the within instrument was received for record on the .24th.day MIRIAM L. RAYMUNDO

ROBERT WETHERN RUTAL RC 2, Box 323 R Bonanza, Oregon 97623

AFTER RECORDING RETURN TO

ROBERT V. WETHERN, SR

30.13.02.00000 0000 0000

Grantor

Beneficiary

SPACE RESERVED

FOR RECORDER'S USE Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Dance Mullerday. Deputy