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

sum of the STHIRTY THOUSAND FIVE HUNDRED AND NO/100=== Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

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 at maturity of Note.

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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or 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.

sold, conveyed, assigned or alienated by the grantor without first having obtained then at the beneliciary's option, all obligations secured, by this, instrument, irrespectivent, and the beneliciary's option, all obligations secured, by this, instrument, irrespectivent, and the beneliciary's option of this trust deed, grantor agrees:

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

To protect preser and maintain axid property in good condition and repair, not or demolish any building or improvement, thereon, and plant any water of said property.

To complete, or, restore, promptly and be constructed, damaged of manner any building or improvement water of the contracted damaged of the contracted damaged of the contracted damaged of the contracted damaged of the contracted data of the contracted damaged of the contracted data o

It is mutually agreed that:

It is mutually agreed that:

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, il it so elects, to require that all or any portion of the monies anyable as compensation for such taking, which are in excess of the monies anyable to pay all reasonable costs, expenses and attorney's lees necessarily paid or to pay all reasonable costs, expenses and attorney's lees, applied by it lists upon any reasonable costs and standard particularly and applied by it lists upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the action and execute such instruments as all to were expense; to take such sactions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary request.

9. At any time and appellate time to time upon written request of beneficiary, payment of its and presentation of this deed and the note for endorsement (in case it tall reconveyances, for cancellation), without affecting the liability to the making of, any map or plat of said property. (b) join in (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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee, in any reconveyance may be described as the persons present the person or persons legally entitled thereto," and the recitals therein of ammitters or lacts shall be conclusive proof of the truthfulness thereof. Trustree's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and adequacy of any security for the indebtedness hereby secured, enter upon and any possible the rents, issues and profits, including those past danned unpaid, and apply the same, issues and profits, including those past danned unpaid, and apply the same, 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 positis or the proceeds of line and other insurance policies or compensation or eleast thereof as aloresaid, shall not cure or purperty, and the application or releast thereof as aloresaid, shall not cure or waive any delault or notice of delault 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 performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the essence with respect to such paymin and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his elition may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to process this trust deed by inequired and his election to sell

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 be postponed as provided by law. The trustee may sell said properly either postponed as provided by law. The trustee may sell said properly either the proper or in separate parcels and shall sell the parcel or parcels at a control to the highest bidder for cash, payable at the time of sale Trustee shall 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 implied. The recitals in the deed of any matters of fact shall be conclusive profit of the truthluiness thereoi. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to the trustee and a reasonable charge by trustees altorney, (2) to the obligation secured by the trust deed, (3) to all person altorney, (2) to the obligation secured by the trust deed, (3) to all person altorney, (2) to the obligation or curred by the trust deed, (3) to all person altorney, (2) to the obligation or curred by the trust deed, (3) to all person altorney, (2) to the obligation or curred by the trust deed, (3) to all person altorney, (2) to the obligation or curred by the trust deed, (3) to all person altorney, (3) to the process of the trustee on the trust deed at their interests may appear in the order of their priority and (4) the deed at their interests may appear in the order of their priority and (4) the deed at their interests may appear in the order of their priority and (4) the deed at their interests may appear in the order of their priority and (4) the

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein and without powers and duties conferred trustee, the latter shall be vested with all title powers and duties conferred upon any trustee herein named or appointed treemder. Each such appointment and substitution shall be made by writter executed by beneticiary, 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 trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in made public record as provided by law. Trustee in obiginated 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 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 lows 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.

∩ Deputy

Bv

1. 治区以前代入口

Commencing at a point on the section line common to Sections 7 and 8, Township 39 South, Range 9 East of the Willamette Meridian, at the intersection with the Southwesterly right of way line of that parcel conveyed to Klamath County by deed recorded October 21, 1940, in Book 132 at Page 543 of Deed Records of Klamath County, Oregon, said point of commencement being North 00 degrees 43' West 1736.2 feet (a record distance) from an iron pipe at the 1/4 corner common to said Sections 7 and 8; thence South 51 degrees 19' 30" East along the Southwesterly line of said parcel conveyed to Klamath County a distance of 454.56 feet to a 5/8" diameter rebar with plastic cap marked "D. Barrett L.S. 1979", said rebar being the true point of beginning of the herein parcel described; thence South 61 degrees 08' 27" West a distance of 255.84 feet to a 5/8" rebar and plastic cap marked "R. Bath LS 1069" on the East line of that parcel of land conveyed to Marshall B. Carter and Annie Lee Carter, husband and wife, by deed dated January 3, 1947, recorded February 14, 1947 in Book 202 at Page 231, Deed Records of Klamath County, Oregon; thence South 44 degrees 50' 30" West a distance of 20.00 feet; thence North 45 degrees 09' 30" West 96.87 feet, more or less, to the Easterly right of way line of U S Highway Number 97; thence Northeasterly along said Easterly right of way 246.47 feet to the Southwesterly right of way line of said parcel conveyed to Klamath County by deed recorded October 21, 1940 in Book 132 at Page 543; thence South 51 degrees 19, 30" East along the Southwesterly line of said parcel conveyed to Klamath County 212,90 feet to the point of beginning.

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STATE OF OREGON: COUN	ITY OF KLAMATH:	is.	2011년 - 1일 : 19 : 19 : 19 : 19 : 19 : 19 : 19 :	
STATE OF OREGON. COC.		네트리 등 회사에 대통령하다 하는 것이 되었다. 그는 그리는 얼마나 다		30th day
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of May	A.D., 19 30 at 3	ortgages on Pa	ge 10 <u>277</u> .	
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		By 上	Duling Tiller	
FEE \$18.00			나는 내가 가장 그 나는 그는 것이다.	