THIS TRUST DEED,	made this	30th	dav of	na y	
Edwin D. Jarmar	and Ka	v F Jar	man, husha	and and	wife
Edwill D. Garmai	i and Re	y I . Our			

American Pacific Title & Escrow Company Dorothy E. Rivers

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 2, OLD HOWARD RANCH ESTATES, TRACT NO. 1048, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or herealter 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 Eleven Thousand and Five Hundred----

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 hereol, if not sooner paid, to be due and payable June 1. 195

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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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herein, 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 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 manner 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, ordinanes, regulations, covenants, conditions and restrictions affecting said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniforn Commercial Code as the beneliciary may require and to pay for liting 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 beneliciary.

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, if it so elects, to require that all or any portion of the nonier payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's leeshort in the trial and appellate courts, necessarily paid or incurred bottom the trial and appellate courts, necessarily paid or incurred bottom 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.

9. At any time and term in the such actions with the such actions are such as the conference of the such action of 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness therein. Trustree's lees 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 time without notice, either in person, by agent or by a receiver to be appointed by a own, and without regard to the adequacy of any security to not indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's fees 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 profits, 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 delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

12. Upon' delault by grantor in payment of any indebtedness secured

waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

12. Upon' delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to loreclose this trust deed in equity as a mortgage or direct the trustee to loreclose this trust deed in equity as a mortgage or direct the trustee to loreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right remedy, either at law or in equity, which the beneficiary may the beneficiary length to foreclose by advertisement as written morice of delault and his election to sell the said crustee shall it the time and place of sale, five notice thereby whereur equired by law and proceed to loreclose this trust deed in the mineral provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or delaults. If the delault consists of a lailure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the personnee required under the obligation or trust deed. In any case, in addition to curing the default content may be cured by the trust deed. In enforcing the obligation of trust deed. In any case, in addition to curing the default ogether 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 long the cure with trustees an

and the with trustee's and attorney's less 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 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 lact 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 charge by trustee's attorney, (2) to the obligation secured by the trust (eds., (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 this successor in interest entitled to such surplus.

surplus, if any, to the granter or to an success. It is surplus, if the property is a surplus and the property is a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. 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 usuale by written instrument executed by beneliciary, which, when recorded in the uscetsage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successary trustree.

and substitution shall be usade by written instrument executed by beneficiary, which, when recorded in the metastate records of the county or counties in which the property is situated, shall be conclusive proof of prope appointment of the successor truster.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is rest obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, 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 3ar, 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 escrew agent licensed under ORS 676.505 to 696.505.

The grantor covenants and agrees to and with the beneficiary 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 except First Trust Deed with Beneficial Mortgage Company.

and that he will warrant and forever defend the same against all persons whomsoever.

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	STATE OF A CANADA AND A CANADA
The second secon	
	there described note and this trust deed are:
The grantor warrants that the proceeds of the loan repr (a)* primarily for grantor's personal, family or househo	resented by the above described note and this trust deed are: sld purposes (see Important Notice below).
(a)* primarily to generalistic window in a committee with the committee of	SK DEDWIN WAY WATER
onal representatives, successful as a heneliciary herein	is all parties hereto, the holder and owner, including pledgee, of the contract mediciary shall mean the holder and owner, including pledgee, of the contract has been an included the masculine number includes the plural. It is hereunto set his hand the day and year first above written.
IN WITNESS WHEREOF, said grantor ha	is hereunito set in a significant set in a signific
and the second s	a) or (b) is always
APORTANT NOTICE: Delete, by lining out, whichever warranty (a applicable; if warranty (a) is applicable and the beneficiary is such word is defined in the Truth-in-Lending Act and Regulation by making the Act and Regulation by making the Act and Regulation by making the Sevens-Ness Form No. 1319, or expected the Sevens-Ness	a required the factor
eliciary MUST comply with the Act and Regulation by much elections this purpose use Stevens-Ness Form No. 1319, or e closures; for this purpose use Stevens-Ness Form No. 1319, or e compliance with the Act is not required, disregard this notice.	equivalent.
and the second of the second o	
the signer of the above is a corporation, the form of acknowledgement apposite.)	
	STATE OF OREGON;) ss.
TATE OF OREGON,	
County of	This instrument was acknowledged before me on
was acknowledged before me on	19, by
May 30 19 90 by Edwin D. Jarman and Kay F.	85
Edwin ni dayman	ol
Jarman /	As yet the second of the secon
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Notary Hablic for Oregon	The state of the s
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My commission expires: 9/12/10	
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And the second of the second o	d only when obligations have been paid.
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TO:	all indebtedness secured by the foregoing trust deed. All sums secured by said
The undersigned is the legal owner and holder of	all indebtedness secured by the foregoing trust deed. All sums secured by said all indebtedness secured by the foregoing trust owing to you under the terms of by are directed, on payment to you of any sums owing to you under the terms of you are directed, on payment to you said trust deed (which are delivered to you yidences of indebtedness secured by said trust deed the
trust deed have been fully paid and satisfied. To differ	all medicated, on payment to you of any sums owing to you didner to you by are directed, on payment to you of any sums owing to you ridences of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed the sance and documents to
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DATED:	Patron.
	Beneliciary
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	County ofKlamath
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	of
Edwin D. Jarman and	
Edwin D. Jarman and Kay F. Jarman	at 1:59 o'clock k
Kay F. Jarman	at 1:59o'clock k/1., and record in book/reel/volume No
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Kay F. Jarman Grantor	at 1:59o'clock EM., and technical in book/reel/volume No
Kay F. Jarman	at 1:59o'clock EM., and technical in book/reel/volume No
Kay F. Jarman Grantor Dorothy E. Rivers	at 1:59o'clock EW., and record in book/reel/volume NoM90
Kay F. Jarman Grantor Dorothy E. Rivers Beneficiary	at 1:59o'clock EM., and the second of Mortgages of said County. The second of Mortgages of said County. The second of Mortgages of said County. Witness my hand and seal County affixed.
Kay F. Jarman Grantor Dorothy E. Rivers Beneficiary	at 1:59o'clock EM., and the second of Mortgages of said County. The second of Mortgages of said County. The second of Mortgages of said County. Witness my hand and seal County affixed.
Ray F. Jarman Grantor Dorothy E. Rivers Beneficiary AFTER RECORDING RETURN TO	at 1:59o'clock EM., and the second of Mortgages of said County. The second of Mortgages of said County. The second of Mortgages of said County. Witness my hand and seal County affixed.
Ray F. Jarman Grantor Dorothy E. Rivers Beneficiary AFTER RECORDING RETURN TO 15 DOROTHY RIVERS DO DOY 876	at 1:59o'clock EW., and record in book/reel/volume NoM90