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TRUST DEED

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THIS TRUST DEED made and 11th	June	90
THIS TRUST DEED, made this 11th cay of PRAKASH PATEL, as to a 1/2 interest and PARES	H PATEL as to a 1/2	interest, between
as tenants in common	3 1 2 2	
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY		as Trustee, and
SHEAHAN INVESTMENT COMPANY, a Nevada corpora	h.i	
as Beneficiary,	ETON	
WITNESSETH:		

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

SEE ATTACHED LEGAL DESCRIPTION OF WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appartenances and all other rights thereunto belonging or in anywise now or hereafter apportaining, 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

SEVENTY FIVE THOUSAND AND NO/100--

\$75.000.00-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, it

not sooner paid, to be due and payable pell terms of note and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable pell terms of note for note and payable. In 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 c'escribed property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the transfer without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the frantor without first then, at the beneficiary's option, all obligations secured by this inst therein, shall become immediately due and payable.

To protect the security of this trust devel, gentor ingrees:

To protect preserve and maintain said property in good condition and repair not to remove or demolish any building or improvement thereon, and repair not to remove or demolish any building or improvement thereon, and pay when due all costs incurred it trette.

To complete or testors 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 it trette.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in electuring such limitions attements pursuant to the Unition Commercial Code as the beneficiary may require and to pay for living same in the proper public office or offices, as well as the cost of ull livin searches made by thing officers or searthing agencies its may be defined eleviable by the beneficiary distribution. To search the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an ancourt not less than \$ VACCAILL. IARIO.

In any policy of insurance shall be delivered to the beneficiary such insurance and to deliver and policies to the beneficiary with loss payable to the expiration of any policy of insurance now or herealter placed on said buildings, the bred carry may procure the same at grantor's expense. The amount the first part of the expiration of any policy of insurance now or herealter placed on said buildings, the bred carry should the grantor laid to make payment of the expiration of any policy of insurance now or herealter placed on sacessed upon or against said property before any part of such tares, assessments and other charges that may be released to grantor. Such app

It is mutually agreed that:

It is mutually assued that:

3. In the event that any portion or all of said property shall be taken under the right of eminent domain or confernnation, beneticity shall have the right, it is no elects, to require that all or any portion of the monies payable as compensation for such taking, which are in eccess of the amount required to pay all reasonable costs, expenses and attorneys less not essatily paid or incurred by grantor in such proceedings, shall be paid to beneticiary and applied by it list upon any reasonable costs and expenses and attorney's fees, both in the trial and applied courts, necessarily paid or incurred by beneticiary in such proceedings, and the balance applied upon the indebtedness secured hiveby; and granton agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensating promptly upon beneficiary's request.

In this promptly upon beneficiary's request.

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In this promptly upon beneficiary is request.

In the contract of the material programment of the did and the note for endorsement (in case of full compensation of this died and the note for endorsement (in case of full compensation of the did to the note for endorsement (in case of full contract of the payment of the incention of the property; (b) join in

granting any eisement 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 facts shall be conclusive proof of the truthfulness thereof. Truster's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficially may at any time without nuice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any south of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the critical 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 fire and other insurance policies or compensation or eveless thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or imalidate any act done pursuant to such notice.

waive any default or notice of default hereunder or imalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured beteby or in his performance of any agreement hereunder, time being of the assence 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 foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed on equity as a mortgage or direct the trustee to foreclose this trust deed by sidvertisement and sale, or may direct the trustee to foreclose this trust deed by sidvertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the trustee thall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the nanner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure 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 persons so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a tailure to pay, when due, sums secured by the trust deed, the default 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 performance required under the solitation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shal

together with trustee's and attorney's lees not exceeding the amounts provided 5y 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 granter 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 expresse of sale, including the compensation of the trustee and a reas-nable charge by trustee's stitunery, (2) to the obligation secured by the trust deed, (3) to all persons thaving recorded liens subsequent to the interest of the trustee in the trust level and the trustee in the trust level and the interest 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.

alloine). (2) to the obligation secured by the trust trest, (3) is all persons having recorded liens subsequent to the interest of the trustee in the trust Jeed as their interests may appear in the order of their priority and (4) the Jeed as their interests may appear in the order of their priority and (4) the surplus, if any, to the fraintor or to his successor interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any 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 made by written instrument executed by beneliciary, which, when recorded in the mortgage records 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 in 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 leutle 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.

The Trust Deed Act provides that this trustee hereus for rivist be sither an actioney, who is an active member of the Oregan State Bar, a bank, trust company rivings and loan association authorized to do business under the laws of Oregan or the United States, a title insurence company authorized to insure title to real truy of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excraw agent licensed under ORS 696.505 to 696.585.

The granton covenants and agrees to and with the beneficiary and those claiming under him, that he is law-I ne granton covenants and agrees to sind with the peneticiary and those claiming under hitt, the fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

EXCEPT NONE

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

The frantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for frantor's personal, family or household purposes (see Important Notice below).

(b) for an organization, or (even it frantor is a natural person) are for business or commercial purposes.

rement or not named as a legislation of the singular number includes the plural. Iteminine and the neutre, and the singular number includes the plural. Iteminine and the neutre, and the singular number includes the plural. Iteminine and the neutre, and the singular number includes the plural. Iteminine and the neutre of the plural than the dead and year first above written. Iteminine and the neutre of the plural than the plural than the legislation of the presence of the plural than t	Applicable is warrenty to) is opplicable and the subjection of the proposed of
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purpose use listevers-Ness firm No. 1319, or equivalent. Paresh Patel	It is algore of the above is a composition. STATE OF ORSON. CALIFORNIA County of This instrument was acknowledged before me on June. 187. 190. by Prakash Patel Notary Public for Different My County of STATE OF ORSON. STATE OF ORSON. County of This instrument was acknowledged before me on June. 187. 190. by This instrument was acknowledged before me on June. 187. 190. by Regel Patel Notary Public for Different Different My County of REGULTS OF RULL RECONSYANCE The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed that we been fully paid and as islined. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuint to status, to cancel all evidences of indebtedness secured by the toregoing trust deed. All sums secured by said trust deed (which are delivered to you said trust deed (which are delivered to you said trust deed (which are delivered to you said trust deed), and is preceded to you will be made. Dancel less or destray his Trust Deed OR THE NOTE which is secars. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, Paresh Patel Paresh Patel This instrument was acknowledged before me on This instrument was
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MTC NO: 22544-P

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situated in TRACT 805--ENTERPRISE TRACTS, being in the NE1/4 of Section 6, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Tract 805; thence North 00 degrees 03' 34" East, along the West line of said Tract 805, 513.61 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence South 55 degrees 46' 50" East 143.87 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence North 34 degrees 13' 10" East 20.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence South 55 degrees 46' 50" East 65.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence North 34 degrees 13' 10" East 40.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence South 55 degrees 46' 50" East 90.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap on the Northwesterly line of that tract of land described in Deed Volume M73, page 3753; thence, along said Northwesterly line, South 34 degrees 13' 10" West 210.00 feet to a 5/8" iron pin and South 55 degrees 46' 50" East 29.72 feet to a 5/8" iron pin with an aluminum cap stamped L.S. 658 marking the Northwest corner of that tract of land described in Deed Volume M73, page 3750; thence South 00 degrees 03' 30" West 204.30 feet to a 5/8" iron pin with an aluminum cap stamped LS 658 on the South line of said TRACT 805; thence South 89 degrees 51' 00" West 187.68 feet to the point of beginning, containing 2.164 acres and with bearings based on Recorded Survey No. 1837, a solar observation.

TOGETHER WITH A 30 foot easement situated in TRACT 805--ENTERPRISE TRACTS, being in the NE1/4 NE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the center line being more particularly described as follows:

Beginning at a point on the Southerly right of way line of South Sixth Street as described in Deed Volume 191, page 240 from which the "+" in the concrete sidewalk marking the intersection of the said right of way and the Easterly line of that tract of land described in Deed Volume 179 page 385, bears North 55 degrees 46′ 50" East 35.00 feet; thence South 34 degrees 13′ 10" East 250.00 feet to the Northerly line of Parcel 2 of Major Land Partition 3-p-89.

AND ALSO TOGETHER WITH: An 8 foot utility easement situated in TRACT 805--ENTERPRISE TRACTS, being in the NE1/4 NE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the Easterly line of said easement being more particularly described as follows:

Beginning at a 5/8" iron pin with an aluminum cap stamped LS 658, marking the Northwest corner of that tract of land described in Deed Volume H73, page 3753; thence South 34 degrees 13' 10" West, along the Northwesterly boundary of said tract 190.00 feet to the Northeasterly corner of Parcel 2 of Major Land Partition 3-p-89.

STATE OF OREGON. COCKITT O			
Filed for record at request of	Mountain Title Co.	the	25th day
of June A.D.,	19 9() at 12:11 o'clock _	P.M., and duly recorded in	Vol. <u>M90</u>
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