note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, it not sooner paid, to be due and payable JUNE 25, 1995 WITH RIGHTS TO 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. In the event the within described property, or any part thereot, 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.

TRUST DEFID

nerein, snall 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, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneficiary so requests, to join in executing such linancing 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 tiling officers or searching agencies as may be deemed desirable by the beneficiary.

cial Code as the beneliciary 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 tiling officers or searching agencies as may be deemed desirable by the beneliciary.

Arto, provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such most less than \$... LILLANDIAL members of the heart of the said premises against loss or damage by lire and such or the said premises against loss or damage by lire and such most less than \$... LILLANDIAL members of the provided in the provided provided in the provided in the provided provided in the provided provided in the provided provided provided in the provided provided provided in the provided provi

It is mutually agreed that:

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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 monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's tees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it list upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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.

9. At any time and from time to time upon written request of beneficiary, payment of its tees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting 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 affecting this deed or the lien or charge theorems of the convey without warranty; all or any part of the property. The street in any reconvey, without warranty; all or any part of the property. The street in any reconveyance may be described as the "person or persons fegally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereol. Trustee's lees 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 potice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security the indebtedness hereby secured, enter upon and take possession of said property or, any part thereol, in its own name sue or otherwise collect the ratiosuses and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attentions and expenses of operation and collection, including reasonable attentions and property are property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 modelater all sums secured hereby immediately due and payable. It is not event the beneficiary at his election may proceed to forecloss his trust deed in equity as a mortgage or direct the trustee to forecloss his trust deed in equity as a mortgage or direct the trustee to forecloss any other right or remedy, either at law or in equity, which the beneficiary shall not be to be recorded his written notice of delault the trustee shall execute and described real property to satisfy the obligation and his election to sell of the trustee shall fix the time and place of sale, give secured hereby whereupodired by law and proceed to foreclose this trust deed in the manufaction of the trustee has commenced foreclosure by advertisement and any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.755, may cure the default or defaults. If the default consists of a lailure to pay, when due the default or defaults. If the default consists of a lailure to pay, when due to the first of the sale and a the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is excured may be cured by tendering the performance required moder the obligation or trust deed. In any case, in addition to currage the default contend may be cured by the default on see in addition to currage the default to defaults, the person effecting the cure of the obligation of the trust deed of the cure of the cure of the trustee default, the obligation of the trust deed of the cure of the cure

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees 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 postponeed or in separate parcels and shall sell the parcel or parcels at a function 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 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, recluding the compensation of the trustee and a reasonable chage to all persons attorney, (2) to the obligation secured by the trust deed as their interests may appear in the except of their priority and (4) the 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 hereunder. Upon such appointment, and without conveyance to the successor trustee herein named or appointed hereunder. Each such appointment, and without conveyance to the successor trustee herein named or appointed hereunder. Each such appointment, 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 lineary may acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party endeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding in which g

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 695.585.

13830 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 and that he will warrant and forever defend the same against all persons whomsoever. The france, warrants that the Accreets of the loan represented by the above described note and this trust deed are:

(A) Philiphipy of games a particular warrant warrant warrants and the strust deed are:

(b) for an organization, or (even it granter is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. 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. (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON,) ss. STATE OF OREGON, County of KLAMATH County of This instrument was acknowledged before me on This instrument was acknowledged before me on .. 19 90, 6, DENNIS V. HOLL AND KATHÉRINE HOLL Della & Wette DEERA Wolary Public for Orego (SEAL) Notary Public for Oregon AMARIA EXPLIC-CRECON My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee 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 herewith 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 hand a same to hand a some fremes and problem thereof Beneficiary Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., FORTLAND, ORE.	a jara magama	STATE OF OREGON, County of
DENNIS V. HOLL KATHERINE HOLL	TORRESPONDENCE	County of
SOUTH VALLEY STATE BANK	FOR	of
Bonoliciary	RECORDER'S USE	ment/microfilm/reception No
SOUTH VALLEY STATE BANK 801 MAIN ST KLAMATH FALLS, OR 97601	POLL, AN ESTATE IN FEE	County affixed.
MEANING TREES, UR 9/601	18011 0280	By Deputy

EXHIBIT "B"

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

A parcel of land situated in Section 4 and Section 5, Township 41 South, Range 11, East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Section 4, Thence S. 89°41'29" E. along the North line of said Section 4, 1330.22 feet to a 5/8" Pin marking the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 4, thence South along the East line of the said Northwest one-quarter of the Northwest one-quarter of said Section 4, 28.26 feet more or less to the centerline of an existing irrigation ditch thence Westerly, Southerly and Northwesterly along the centerline of said irrigation ditch the following twenty-eight bearings and distances: N. 79°10'00" W. 21.14 feet, S. 88°11'51" W. 244.80 feet, S. 70°31'56" W. 41.05 feet, S. 19°09'39" W. 53.17 feet, S. 03°57'19" W. 157.00 feet, S. 08°58'36" W. 95.04 feet, S. 12°02'46" W. 184.67 feet, S. 05°58'47" W. 119.32 feet, S. 09°59'59" W. 200.35 feet, S. 14°28'44" W. 83.51 feet, S. 26°40'23" W. 30.85 feet, S. 54°59'55" W. 74.65 feet, S. 87°33'14" W. 72.87 feet, N. 79°18'30" W. 237.54 feet, S. 83°18'50" W. 212.75 feet, N. 84°48'46" W. 207.72 feet, S. 86°13'29" W. 75.78 feet, N. 87°19'34" W. 85.95 feet, N. 68°10'07" W. 123.78 feet, N. 63°40'52" W. 289.47 feet, N. 21°20'05" W. 70.45 feet, N. 27°55'15" W. 51.79 feet, N. 37°30'35" W. 117.87 feet, N. 50°40'51" W. 178.45 feet, N. 40°01'42" W. 218.59 feet, N. 45°59'58" W. 75.00 feet, N. 60°31'46" W. 86.28 feet, N. 53°44'25" W. 254.49 feet, N. 47°08'25" W. 44.43 feet to a point that is located 30' Southerly, measured at right angles, from the North line of said Section 5, thence S. 89°53'10" W. parallel to and 30 feet Southerly, measured at right angles, to the North line of said Section 5, 127.17 feet to the West line of the Northeast one-quarter of the Northeast one-quarter of said Section 5, thence N. 00°01'10" W. along the West line of the said Northeast one-quarter of the Northeast one-quarter of said Section 5, 30.00 feet to the North line of said Section 5, thence N. 89°53'10" E. along the North line of said Section 5, 1323.24 feet to the point of beginning.

EPEWSW of Section 33, Township 40 South, Range 11, East of the Wilamette Meridian.

SAVING AND EXCEPTING that portion lying within the boundaries of Dodds Hollow Road.

STATE OF OREGON: COUNTY OF KI	Klamath County Title	12	. day
Filed for record at request ofA.D., 19 9	O at 3:55 o'clock P.M., and duly recorded in Vol	м90	,
FEE 18.00	Evelyn Brehn County Clerk to By Servetha State	b_	