

MTC #24003-DN TRUST DEED

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and

WITNESSES: BILLY F. TAYLOR and JOELLEN E. TAYLOR, husband and wife
as Beneficiary,

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

Lots 1 and 2, Block 34 of MALIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

Oregon
 18021 DEED
 EXCEPTING THEREFROM the following: Starting at a point 100 feet South

of the Northeast corner of Lot 1, Block 34, City of Malin, thence west to the Westerly boundary of Lot 2; thence South to the Southwestern

corner of Lot 2; thence Southeasterly to the Southeast corner of Lot 1; thence North 87.4 feet to the point of beginning.

Map Account No. : 4112 15CB 400

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way connected therewith, together with the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the above premises.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of
 sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100- according to the terms of a promise

note of even date herewith, payable to beneficiary or order and made by grantor; the final payment of principal and interest hereon to be due and payable per terms of note.

The date of maturity of the debt secured by this instrument is the date, stated above, 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. All obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall be due and payable on the date stated above.

To protect the security of this trust deed, grantor agrees to protect, preserve and maintain said property in good condition; and to execute all documents necessary or proper to carry out the purposes hereof.

and repair, not to remove or demolish any building or improvement on the premises, and not to commit or permit any waste of said property, and to keep the premises in good and workmanlike manner. To complete or restore, promptly, and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by fire, flood, or other cause, and to pay when due all costs incurred therefor.

[illegible]

11. The entering upon and taking possession of said property and the carrying out of the terms and conditions of this lease shall be subject to the following conditions:

and amount not less than \$____ full insurable value. The latter, all collection of such rents, issues and profits, and insurance policies or compensation for damage to property, and the proceeds of any release thereof as aforesaid, shall not be delivered to the beneficiary as soon as insured; and the grantor, assignor or any reason to procure any such insurance and to the beneficiary at least fifteen days prior to the expiration of the term of the policy, and in default or notice of default hereunder or invalidate any action pursuant to such notice.

[illegible][illegible]

taxes, and said property before any part of such taxes, assessments or charges become past due or delinquent and prompts the trustee to accept to beneficiary; should the grantor fail to pay any taxes, assessments, premiums, interest or other charges payable by grantor, either directly or indirectly, to the trustee, the trustee shall have the right to provide beneficiary with funds with which to pay such taxes, assessments, premiums, interest or other charges.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as all other costs and expenses of the trustee incurred in the performance of this obligation and trustee's and attorney's fees not exceeding the amount of the net proceeds of the sale of the property by law.

7. To appear in and defend any action or proceeding, purporting to affect the security rights or powers of beneficiaries or trustee in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit, action or proceeding in which the beneficiary or trustee may be required to pay all costs and expenses, including attorneys' fees, in connection with the deed.

15. When the proceeds of sale to payment of (1) the expenses of the trustee and (2) the compensation of the trustee shall be paid to the grantor and beneficiary, the grantor and beneficiary shall be bound to the powers provided herein.

It is mutually agreed that:

[illegible][illegible]

9. At any time and from time to time upon written demand of the grantor, the trustee shall acknowledge in writing that the grantor is the owner of the property described in the deed and shall be obligated to notify the grantor of any action or proceeding in which grantor, beneficiary, or trustee is a party unless such action or proceeding is brought by trustee. The 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 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.

PROPERTY OF THE

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 none and that he will warrant and forever defend the same against all persons whomsoever. If any of installments are not paid, all principal and interest to become immediately due and payable at the option of the seller.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for the education of the grantor or his or her child or children.

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 acknowledgment appearing on the reverse side of this document. If the signer is an individual, use the form of acknowledgment appearing on the reverse side of this document.

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 28, 1990, by ROSARIO ZAMORA and MARGARITA FLOREZ

ROSARIO ZAMORA MARGARITA FLOREZ

DANA M. NIELSEN Notary Public for Oregon (SEAL) My Commission Expires 12/31/94

ROSARIO ZAMORA MARGARITA FLOREZ

STATE OF OREGON, County of Klamath ss. This instrument was acknowledged before me on July 28, 1990, by ROSARIO ZAMORA and MARGARITA FLOREZ of Notary Public for Oregon (SEAL) 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 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 the parties designated by the terms of said trust deed.

DATED: July 28, 1990. LEX VOUCHER NO. 1113 JCB 460 TRUST DEED OF THE COUNTY CLERK OF Klamath County, Oregon. Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED (FORM No. 801) STEVENS-NESS LAW CO., PORTLAND, ORE. I, ROSARIO ZAMORA & MARGARITA FLOREZ, of P.O. Box 541, Malin, OR 97632, Grantor. BILLY E. TAYLOR & JOELLEN E. TAYLOR, of P.O. Box 264, Malin, OR 97632, Beneficiary. AFTER RECORDING RETURN TO WYCO BILLY E. TAYLOR & JOELLEN E. TAYLOR, P.O. Box 264, Malin, OR 97632. NLC 43 003-DW 18021 DEED Fee \$13.00. STATE OF OREGON, County of Klamath ss. I certify that the within instrument was received for record on the 21st day of Aug., 1990, at 2:17 o'clock P.M., and recorded in book/reel/volume No. M90 on page 16794 or as fee/tile/instrument/microfilm/reception No. 19165. Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk. NAME TITLE By Evelyn Biehn Deputy.