THIS TRUST DEED, made this 24th day of September, 19 90, between RICHARD L. PROBST and JUDI A. KENNEDY, husband and wife

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

VICTOR A. TERRY and PENNY TERRY, husband and wife

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Respondent are too process.

The S 1/2 of Lot 18, Blook 6, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. STATE OF ORSGOR Klamath County Tax Account #3909-010AB-00500.

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 per terms 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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable of 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, 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, 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.

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.

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, overlands, conditions and restrictions aftering 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 or 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 beneficiary.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said profit; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may regulate the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less that the beneficiary may from time to time require, in an amount not less that the beneficiary may from time to time require, in companies acceptable to the beneficiary may the search of the tenter, all collected of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; relicies of insurance shall be delivered to the beneficiary as soon as insured; relicies of insurance and to receive said policies of the beneficiary at least fifteen days prior to the expiradeliver said policies of the beneficiary at least fifteen days prior to the expiradeliver said policies of the beneficiary at least fifteen days prior to the expiradeliver said policies of the search of the same at grantor's expense. The amount collected under any fire so other insurance policy may be applied by beneficiary may recover the same at grantor's expense. The amount collected under any fire so other insurance policy may be applied by beneficiary may determined on the profit of option of beneficiary the entire amount so collected, or any part of the reduced to a season of the same at grantor, such application or release shall not the reduced to a season of the same at grantor side of the same at grantor side of the same at grantor side of the same at grantor si

pellate court snail adjugge reasonate as the penetrating of the state new's lees on such appeal.

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, beneticiary 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 storteney's lees necessarily paid or incurred by grantor in such proceedings shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate cost balance applied upon the indebtedness liciary in such proceedings, and est its own expense, to take such actions execured hereby; and granton ages, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly ponenticiary's request.

9. At any mend from time to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for endorsement (in each full reconveyances, for cancellation), without allecting 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 thereof; (d) reconvey, without warranty, all or any part of the property. The transfee in any receiver, without warranty, all or any part of the property. The transfee in any receiver, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein. Trustee's lees for any of the services moved in this paragraph shall be not less than \$5.

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Services moved in the proof of the truthfulness thereof. Trustee's lees for any of the pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said prophing of the indebtedness hereby secured, enter upon and take possession of said prophing or any part thereof, in its own name are or otherwise collect the rente, less costs and expenses of operation and collection, including resonable altorness'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 proceed-of fire and other insurance policies or compensation or awards for any taking readmake of the insurance policies or compensation or awards for any taking readmake of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, time being of the 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 hereby in a secured hereby inmediately due and pable. In such and desent the benef

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 together with trustee's and attorney's fees not exceeding the amounts provided by law. 4. 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 opperty either in one parcel' or in separate parcels and shall sell the mad of 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 equired by law conveying the property so sold, but without any covenant for executing the expense of sale. Trustee shall deliver to the purchaser its deed in form as equired by law conveying the property so sold, but without any covenant lact shall be conclusive proof plied. The recitals in the deed of any matters that sale.

15. When trustee sells pursuant to the sale 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 payant of (1) the expenses of sale, install apply the proceeds of sale to payant of (1) the expenses of sale, installant to the content of the trust deed, (3) to all persons attorney, (2) to the obligation sect the interest of the trust deed, (3) to all persons attorney, (2) to the obligation sect the interest of the trust ended in the trust deed at their interests may appear in the order of their priority and (4) the surplus.

16. Beneficiary may from time to time appoint a successor or successor trustee appointment, and without conveyance to the successor trustee appointment and substitution shall be wested with all title, powers and duties contered upon any truster shall be vested with all title, powers and duties contered upon any truster shall be wested with all title, powers and duties contered upon any trus

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, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 Trust Deed recorded September 24, 1979, in Volume M79, page 22607, Microfilm Records of Klamath County, Oregon, in favor of Peoples Mortgage Company, a Washington corporation who subsequently assigned their interests to Cenlar Federal Savings Bank and that he will warrant and forever defend the same against all persons whomsoever.

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 an organization, or (even it grantor 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,

ersonal representatives, successors and assigns. The term beneticiary s cured hereby, whether or not named as a beneticiary herein. In consti ender includes the teminine and the neuter, and the singular number in	uing this deed and whenever the context so requires, the masculine
IN WITNESS WHEREOF, said grantor has hereunt	to set his hand the day and year first above written.
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is of applicable; if warranty (a) is applicable and the beneficiary is a creditor s such word is defined in the Truth-in-Lending Act and Regulation Z, the sneficiary MUST comply with the Act and Regulation by making required isclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent, compliance with the Act is not required, disregard this notice.	RICHARD L. PROBST LICHARD L. PROBST JUDI A. KENNEDY
STATE OF OREGON, County of This instrument was acknowl	edged before me on September 24 , 19.90 ,
byRICHARD L. PROBSI and I	UDI A. KENNEDY
This instrument was acknowl	edged before me on, 19,
by	and the state of t
as to to the second sec	1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	Avistics, Seld Repair Public for Oregon
REQUEST FOR FULL  To be used only when oblive the undersigned is the logal owner and holder of all indebtednes trust deed have been fully paid and satisfied. You hereby are directed said trust deed or pursuant to statute, to cancel all evidences of incherewith together with said trust deed) and to reconvey, without warre estate now held by you under the same. Mail reconveyance and docur	gallens have been puld.  ess secured by the toregoing trust deed. All sums secured by said i, on payment to you of any sums owing to you under the terms of debtedness secured by said trust deed (which are delivered to you enty, to the parties designated by the terms of said trust deed the
DATED:	est in a distribution and be districtly even their reasons in the forestern
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must	t be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON, County of Klamath

TRUST DEED  (FORM No. 881)  STEVENS:NESS LAW PUB. CO., PORTLAND, ORE;	The State of the County Office	STATE OF OREGON, County of Klamath  I certify that the within instrument
RICHARD L. PROBST & JUDI A. KE 3050 Crest	NEDA serio endo serio serio en este en la Alba de la Serio en este en la Alba de la Serio en este en la Alba d La California de la Serio de La California de la Serio del Serio de la Serio del Serio de la Serio del Serio de la Serio del Serio de la Serio del Serio del Serio del Serio del Serio del Serio del Serio de la Serio de la Serio del Serio de la Serio del Seri	was received for record on the 25th day of Sept. ,19.90, at 4:04 o'clock P.M., and recorded
Klamath Falls, OR 97603	SPACE RESERVED	in book/reel/volume No
VICTOR A. TERRY & PENNY TERRY 19853 So. Poe Valley Rd.	RECORDER'S USE	ment/microfilm/reception No. 20669, Record of Mortgages of said County.
Klamath Falls, OR 97603  Beneficiary		Witness my hand and seal of County affixed.
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY	विक्रम् । व्याप्ता वर्षः । व्याप्ता प्रिकृतिस्यात्रात्राः । वर्षाः	Evelyn Biehn, County Clerk
20003	Fee-\$13,00	By Quiling Mullinold is Deputy