

a1 Beneficiary.

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

Tax Account No 3809 021CC 03200

\*\*\*\*\* (\$15,023.26) \*\*\*\*\* Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made in, grantor, the final payment of principal and interest hereof, it not earlier paid, to be due and payable September 28, 1892, 19. (BALLOON PAYMENT)

To protect the security of this trust deed, Lender agrees:

ii. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to encumber or permit any waste of said property.

(b) Lender shall not subordinate or otherwise restrict its lien hereunder by any agreement affecting this deed or the lien or charge thereof; (c) join in any reconveyance may be described as the "trustor" or persons

11. To provide and continuously maintain insurance on the buildings now on her estate erected on the said premises against fire or damage by fire and such other hazards as the beneficiary may from time to time require, in and to the amount not less than **Insurable value** of the buildings as stated in the annexed schedule acceptable to the beneficiary, and to pay the premium thereon as the same shall be delivered to the beneficiary as soon as insured;

13. If any of the above conditions are not met or if there are defaults in the performance of any of the above conditions, the trustee shall have the right to foreclose the trust deed and to sell the property in payment of such indebtedness. If the trustee exercises the right to foreclose, the trustee shall have the right to sell the property in payment of such indebtedness and to pay all taxes, assessments and other charges that may be levied or imposed upon or against the property before any part of such taxes, assessments and other charges have properly become any part of such taxes, assessments and other charges become due and delinquent and promptly deliver receipts therefor to the lender. If the lender fails to make payment of any such taxes, assessments or charges, the trustee shall have the right to foreclose the trust deed and to sell the property in payment of such indebtedness and to pay all taxes, assessments and other charges that may be levied or imposed upon or against the property before any part of such taxes, assessments and other charges have properly become any part of such taxes, assessments and other charges become due and delinquent and promptly deliver receipts therefor to the lender. If the lender fails to make payment of any such taxes, assessments or charges, the trustee shall have the right to foreclose the trust deed and to sell the property in payment of such indebtedness and to pay all taxes, assessments and other charges that may be levied or imposed upon or against the property before any part of such taxes, assessments and other charges have properly become any part of such taxes, assessments and other charges become due and delinquent and promptly deliver receipts therefor to the lender.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale and 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 as directed in the highest bidder for cash, payable at the time of sale. Trustee's fees with trustee's and attorney's fees not exceeding the amounts provided by law.

It is mutually agreed that:

10. 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, it so elects, to require that all or any portion of the monies payable as compensation therefor be paid, which sum in excess of the amount required for Beneficiary's entire expenses and attorney's fees or reasonably paid or

16. Beneficiary herein from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, with or without conveyance to the successor.

to pay all reasonable costs, expenses and attorney's fees in connection with the execution of this deed. Upon such appointment, and without conveyance to the successor trustee, the trustee shall have the right to sell, lease, convey, mortgage, encumber, or otherwise dispose of the property and the proceeds therefrom, and the proceeds of any sale or disposition of the property shall be paid to the successor trustee, who shall then record the same in the mortgage records of the county or counties in which the property is situated, which shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is recorded in the public records as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed or instrument, and no action or proceeding in which grantor, beneficiary or trust shall be a party, unless such action or proceeding is brought by trustee.

NOTE: The Trust Does not appoints and the Trustee shall not be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or a life insurance company authorized to do business under the laws of Oregon or the United States, a life insurance company authorized to insure life to real property, who is an attorney, a life insurance company, 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. Trust deed in favor of Klamath First Federal, recorded M85, Page 9157. Trust deed in favor of Kenneth M. Struck & Virginia M. Struck, recorded October 1, 1990. Page 1990 p. 19777. 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) EXCLUDED UNDER FEDERAL TAXATION ACTS FOR NON-EXEMPTED INTEREST IN REAL ESTATE.

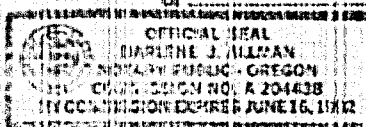
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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: Debits, by signing not, whichever is 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 Z, making required disclosures for this purpose use Stevens-Bless Form No. 1317, or equivalent. If compliance with the Act is not required, disregard this notice.

*Linda Soyland*  
Linda Soyland  
Linda Soyland

STATE OF OREGON, County of Klamath ss. 9/27, 1990.  
This instrument was acknowledged before me on  
by Audie Soyland & Linda Soyland  
This instrument was acknowledged before me on  
by  
as  
of



*Darlene J. Allman*  
Notary Public for Oregon  
My commission expires 6/16/92

RECITAL FOR FULL DISCONVEYANCE

In be used only when obligations have been paid.

TO: Trustees

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 convey, without warranty, to the parties designated by the terms of said trust deed the certain now held by you under the same. Mail receipt, release and documents to

DATED: 9/27/90

Beneficiary

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. 811

(When this law was in effect, the deed was recorded.)

Soyland  
1007 10th Linda  
Klamath Falls, OR  
Struck  
Beneficiary

(After recording return to)

HTC  
222 South Sixth Street  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDING'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 1st day of Oct. 1990 at 11:58 o'clock A.M., and recorded in book/reel/volume No. M90 on page 19782 or as fee/file/instrument/microfilm/reception No. 20865, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By *Debbie M. Mendenhall* Deputy

Fee \$13.00