

20983 THIS TRUST DEED, made this 2 day of October, 1990, between RANDY R. SCOTT and SUSAN J. SCOTT, husband and wife,

as Grantor, ASPEN TITLE & ESCROW, INC., as Trustee, and NEAL G. BUCHANAN, SUCCESSOR TRUSTEE FOR FLORENCE MCKEE, as to an undivided one-half interest, and THOMAS F. DELLA-ROSE, SUCCESSOR TRUSTEE FOR PROEBE CHAVEZ, as to an undivided one-half interest,

WITNESSETH:

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

SITE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN...

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise appertaining, 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 sum of FORTY FIVE THOUSAND AND NO/100

with of \$45,000.00 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, if not sooner paid, to be due and payable at maturity 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 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.

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

- 1. In general, preserve and maintain said property in good condition and repair; and to remove or demolish any building or improvement thereon...
2. To reimburse or reimburse the trustee in trust for all costs incurred...
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property...
4. To provide and continuously maintain insurance on the building...
5. To keep and preserve the same in good condition...
6. To pay all taxes and assessments...
7. To pay all interest on any debt...
8. To pay all costs of operation and collection...
9. To join in any agreement or creating any restriction thereon...
10. Upon any default by grantor hereunder...
11. The entering upon and taking possession of said property...
12. Upon default by grantor in payment of any indebtedness...
13. After the trustee has commenced foreclosure by advertisement...
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale...
15. When trustee sells pursuant to the powers provided herein...
16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein...
17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law.

NOTICE: 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 a title insurance company authorized to do business under the laws of the United States, or an escrow agent licensed under ORS 696.505 to 696.585.

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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.

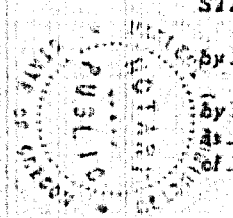
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) for the personal, family or household purposes (use for home improvement below); (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, general 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 hereto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, which ever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or if it would be defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures; for this purpose use Statement Form No. 1310, or equivalent. If compliance with the Act is not required, disregard this notice.

Randy R. Scott
RANDY R. SCOTT
Susan J. Scott
SUSAN J. SCOTT



STATE OF OREGON, County of Klanath) ss.
This instrument was acknowledged before me on October 2, 1990,
by RANDY R. SCOTT and SUSAN J. SCOTT
This instrument was acknowledged before me on _____, 19____,

Darlene P. Aldington
Darlene P. Aldington
Notary Public for Oregon
My commission expires March 22, 1999

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: _____, 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 here with together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the whole now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____
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. 831)
EVERETT-REAR LUMBER CO., PORTLAND, ORE

Grantor _____

Beneficiary _____

AFTER RECORDING RETURN TO
Aspen Title
Attn: Marlene

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,) ss.
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.
Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy

1999

EXHIBIT "A"

PARCEL 1:

The SW 1/4 of the NW 1/4 lying Southwesterly of Sprague River Highway, Section 33, Township 35 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

The N 1/2 SW 1/4 and the S 1/2 NE 1/4 lying Southwesterly of Sprague River Highway, Section 32, Township 35 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 8 MAP 3510 TL 2600 U1
 CODE 8 MAP 3510 TL 2600 U2
 CODE 8 MAP 3510 TL 3000 U1
 CODE 8 MAP 3510 TL 3000 U2
 CODE 8 MAP 3510-3300 TL 400 U1
 CODE 8 MAP 3510-3300 TL 400 U2

STATE OF OREGON: COUNTY OF KLAMATH: is.

Filed for record at request of Aspen Title Co. the 3rd day
 of Dec. A.D. 19 90 at 10:54 o'clock A.M., and duly recorded in Vol. 190
 of 11/27/90 on Page 19997.

FEE \$18.00

Evelyn Blehn County Clerk

By [Signature]