See Exhibit "A" Attached hereto and by this reference made a part hereof

together with all and singular the tenements, hereditaments and appurturances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all lixtures 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 possessing truncation becomes all possessing the profit truncations and payment of the possessing truncation became a payment of the possessing truncation and payment of the possessing truncation became an approximately all the payments are profit to the payment of the possessing truncation and payment of the payment of t

FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100-(\$14,800.00) Dollars, with interest thereon according to the terms of a promissory mote of ever date herewith, payable to beneficiary (r order and made by grantor, the final payment of principal and interest hereof, if

EL.

herein, thall become immediately due and payable.

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

I. To protect, presents and maintain, and property in frod condition and repair tel as remove to identified by building or introducement thereon: not to convert on permove or interesting the property of correlates or interesting the property of and are a conditionally and in dood and property or considered or interesting the conditional dates for interesting the conditional pay when due at come incurred dates for comments, conditional sets for example with all laws, ordinantes, regulations in comments to conditional and property of the beneficial confidence and property of the beneficial confidence and conditional some affecting statements journment to the from Commental Codes on the beneficially stay require and to pay for taking same in the confidence of the beneficially and property and the form Comments of the first confidence of the searching agencies as may be deemed desirable by the hypitical objects or searching agencies as may be deemed desirable by the hypitical confidence.

the standard of the beneficiary interpreted and to pay for fairly same in the payment subtit office or official, as well as the cost of all floor transfers made import subtit office or official, as well as the cost of all floor transfers made by third objects or searching adences as many be deemed decrabble by the horseliciaty. Without the provide and transfers of the buildings new or have liter exected on the and premier against foot or demate by line of the horseliciaty in the provide and such other houseds as the buildings of the horseliciaty into from time to live sequence in an arrows to the feature all the delivered to the beneficiary, as as in sured; companies acceptable to the beneficiary min from time to live sequence if it the feature whall fail for any reason to procure any sub-invarance and to deliver said policies to the leveliciary at least litteen day a prior to the expiration of Any policy of insurance now or leveliciary at least litteen day a prior to the expiration of Any policy of insurance now or leveliciary and procure any second by the procure of the beneficiary and procure any second by the procure of the

It is mutually signeed that:

In the event that any portion or all of said property shall be taken under the right of eminest domain or condemnation, beneficiarly shall have the under the right of eminest domain or condemnation, beneficiarly shall have the under the interest of the monies payable right, if it is elect, to inquies that all or any portion of the monies payable to sent or sent treatment of the same required as ourse making the paid of the same required to get the surface of the same recast the paid to beneficiary and included by generor in such proceedings, shall be paid to beneficiary and included by the first upon surface stands and expenses and atterney's tensorbit in the trial and appellate courts, necessarily paid or incurred by beneficially in such proceedings, and the balance applied upon the indebtedness recurred between the such instruments as shall be necessary in obtaining such commend the state such instruments as shall be necessary in obtaining such commenders, promptly upon beneficiary is request.

For the such proceedings, and the balance applied upon a single payable to the payable to the such actions and instruments as shall be necessary in obtaining such commenders, promptly upon beneficiary is request.

For the such control of the such control of the state of the such actions the feel and the note for feedings, payment of its fees and presentation of the such debtefores, furstee may the liability of any petion for the payment of the such debtefores, furstee may the liability of any petion for the payment of the such debtefores.

dissting any easement or creating any restriction thereon; (c) join in any dissting any easement or creating any restriction thereon; (d) join or ocharge sub-ordination or sub-ordination of the property. The first occurrence is a sub-ordination of the property of the sub-ordinative proof of the truthfulness thereof. Truster's less for any of the secondative proof of the praighaph shall be not less than \$5.

\*\*Strickes mentioned in this praighaph shall be not less than \$5.

\*\*Strickes mentioned in this praighaph shall be not less than \$5.

\*\*Strickes mentioned in this praighaph shall be not less than \$5.

\*\*Strickes mentioned in this preson, by a spent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for the indebledness hereby secured, enter upon and take possession of said property or any part thereon, it hose past due and unpaid, and apply the sand insues and prolitis, including reasonable attorner's fees upon any indebtedness secured hereby, and in such order as beneficiary may deferment.

11. The entering supon and taking possession of said property, the following of such property, and the application or release thereof as aloresaid, shall not cure or tricker, and the application or release thereof as aloresaid, shall not cure or tricker, and the application or release thereof as aloresaid, shall not cure or tricker, and the application or release thereof as aloresaid, shall not cure or tricker, and the application or delault hereunder or invalidate any act done to the property or in his preformance of any agreement hereunder, time being of the property or in his preformance of any agreement hereunder, time being of the property or in his preformance of any agreement hereunder.

property, and the application or release thereor as aforesant, shall not cure or prive any default or notice of default hereunder or invalidate any act done persuant to such rotice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the levely or in his performance of any agreement hereunder, time being of the server with respect to such payment and/or performance, the beneficiary may agree with respect to such payment and/or performance, the beneficiary may not the server of the ser

idealists, the person effecting in enforcing the corresponding the amounts provided and expenses archaely incurred in enforcing the corrections and attentions are set in the time and attention and expenses are set in the sale shall be held on the date and at the time and 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 place designated in the notice of sale or the time of sale and the post ponted as provided by law. The trustee may sell said property established to the post ponted as provided by law. The trustee may sell said property at accion on the highest bidder for cash, payable at the time of sale. Truste shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by the credital in the deed of any matters of fact shall be conclusive proof of the trustification of the trustential and the sale, the frantor and beneficiary, may purchase at the sale, provided herein, trustee that I shall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Benediciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein to the successor trustee, the latter shall be vested with all title, powers and duties conferred rustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinformed which when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in which the property is altuated, shall be conclusive proof of proper appointment of the successor trustee, this trust when this deed, duly executed and acknowledged is made asty hereto of pending sale under any other deed of obligated to robify any party hereto of pending sale under any other deed of shall be a pacty unless such action or proceeding is brought by trustee.

torney, who is an active member of the Oregon State Bor, a bank, trust company on or the United States, a title insurance company authorized to insure title to real on or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the trustee her under must be either an atternary to do business under the lower of Originary says and loan association authorized to do business under the lower of Originary of this state, its subsidiaries, affiliates, agents or business, the United States are property of this state, its subsidiaries, affiliates, agents or business.

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 tout property and has a valid, unencumbered title thereto. except Trust Deed, including the terms and provisions thereof, dated March 18, 1988, recorded March 21, 1988 in Vol. M88, page 3925, microfilm records of Klamath County, Oregon, wherein Janet Klopfenstein in the Beneficiary. The above Grantors DO NOT agree to assume and pay. and that he will warrant and former defend the same against all persons whomsoever.

The frantor warrants that the proceeds of the loss represented by the above described note and this trust deed are:

(ii) primarily for grantor's personal, family or bousehold purposes (see Important Notice below).

(b) primarily for grantor's personal, family or bousehold purposes (see Important Notice below). This deed applies to, inures to the benefit of any binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal supresentatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal supresentatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal support the context so requires, the masculine secured hypersylves are not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hypersylves are the plant.

[ender includes the families and the neuter, and the singular number includes the plant.] IN WITNESS WHEREOF, said diantor has hereunto set his hand the day and year first above written. a IMPOLITANT NOTICE: Delete, by lining but, whichever wearanty (a) or (b) is not applicable; if wearanty (a) is applicable and the beneficiary is a creditor not applicable; if wearanty (a) is applicable and the beneficiary is defined in the Truthis-Lending Act and Regulation Z, the as such word is defined in the Truthis-Lending Act and Regulation promising required beneficiary MUST comply with the Act and Regulation by making required discharge for this perpiss use Stevent-Ness Form No. 1319, or equivalent. If complicate with the Act is not required, disregard file notice. This instrument was acknowledged before me on October 8 , 19 90 STATE OF OREGCIN, County of ... Klamath ..... Daniel R. Collins & Lori K. Collins. This instrument was acknowledged before me on ..... DANA M. NIELSEN Notary Public for Oregon NOTARY PUBLIC OF ES My commission expires ..... RECHURST FOR TUIL RECONVEYANCE I be used only when a sligations have been paid. The undersigned in the letal owner and hoker of all indebtoriness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. Yet, hereby are directed, on payment to you of any sums owing to you under the terms of the forest deed of parameter to tratute, to cause all evidences of indebtodness secured by said trust deed (which are delivered to you had been deed of parameter to tratute, to cause all evidences of indebtodness secured by said trust deed (which are delivered to you had been deed of parameter to tratute, to cause all evidences of indebtodness secured by said trust deed (which are delivered to you , Teusko TO: taid trust deed of parmiant to statute, to clunce! all evidences of independences recured by said trust deed (which and trust deed the best with tagether with said trust deed) and to revervey, without warranty, to the parties designated by the terms of said trust deed the usta a now held by you under the same. Mul resembly unce and decuments to DATED: Repeticiary nd loss at desiring this Tree! Good OR THE MOTE which it secures. Both more be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON, I certify that the within instrument STRINGING MESSI SAW PUR CO. PORTLAND. was received for record on the .......day of \_\_\_\_\_, 19.....,
at \_\_\_\_\_o'clock \_\_M., and recorded Diniel R. Collins & Lori K. Collins
1790 Addings State OK. 9. 760/
Clamouth Falls, OK. 9. 760/
Space Reserved
For in book/reel/volume No. ..... on page ..... or as fee/file/instrument/microfilm/reception No..... FOR RECORDER'S USE Klanuth Alleger 9 761/ Record of Mortgages of said County. Cladys Dynka et al 1895 Witness my hand and seal of County affixed. Mountain Title Co. Deputy (Coll. Escrow Dept ..) By ..... प्राप्ता ध्रमेन

That part of Lot 1, Block 65, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, oregon, described as follows:

Beginning at a point on the Southerly line of Ninth Street, 52 feet Northwesterly of the Easterly corner of Lot 1, Block 65; thence Southwesterly parallel with Franklin Street (now Grant Street) 86 feet; thence Northwesterly parallel with Ninth Street 52 feet; thence Northeasterly parallel with Franklin Street (now Grant Street) 86 feet; thence Southerly along the line of Ninth Street, 52 feet to the point of beginning.

Tax Account No: 3809 029DC 19700

This Trust Deed is an "All-Emclusive Trust Deed" and is second and subordinate to the Trust Deed now of record dated March 18, 1988 and recorded March 21, 1988 in Vol. M88, page 3925, Microfilm Records of Klanath County, Oregon in favor of Janet Klopfenstein, as Beneficiary, which secured the payment of a note therein mentioned.

Gladys Dynka, Roger Cassol, and Dalys Cassol, not as tenants in common, but with the right of survivorship, Beneficary herein agrees to pay, when due, all payments due upon the said promisorry note in favor of Janet Klopfenstein, and will save Grantors herein, Daniel R. Collins and Lori K. Collins, husband and wife harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior note and Trust Deed, Granton herein may make said delinquent payments and any sums so paid by Grantons herein shall then be credited upon the sums next due upon the Note secured by this Trust Deed

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