together with all and singular the tenements, hereditaments and appurtenances 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

sum of Four Thousand Two Hundred Fifty and no/100----(\$4,250.00)----

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 February 19 96.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of 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.

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst 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 occumit or permit any wasted is any building or improvement thereon; not to commit or permit any wasted is any building or improvement thereon; not to commit or permit any wasted in many building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, of the control of

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, beneficiary 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 attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, prompily upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of 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

franting any easement or creating any restriction thereon: (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "greson or persons legally entitled thereto," and the recitals therein of any matter or hards be conclusive proof of the truthulness thereol. Truste's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may it may time without notice, either in person, by agent or by a receiver to he appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or the indebtedness hereby secured, enter upon and take possession of said property, or any part thereol, in its own name sue or otherwise collect the entra, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less 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 prolits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortfage or direct the trustee t

together with trustee's and attorney's tees not exceeding the amounts provided 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 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 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 required by law conveying the property so sold, but without any covenant or warrenty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the 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 payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable chatge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real y 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 to 696.585.

	3002
The grantor covenants and agrees to and with the fully seized in fee simple of said described real property.	beneficiary and those claiming under him, that he is law
	Service of Francisco Control of C
and that he will warrant and forever defend the same ag	éainst all nersons whomseaves
The grantor warrants that the proceeds of the loan represented (a)* primarily for grantor's personal, family or household pury (b) ** NAME OF THE PROPERTY OF	SA)-We NA-Ville Mees or Commercial Market Posts.
gender includes the feminine and the neuter, and the singular number	includes the plucal
IN WITNESS WHEREOF, said grantor has hereu	anto 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.	Victor River Aller
This instrument was acknow by	vledded hetere me
fily Commission Expires	by Commission expires
The undersided in the last of the state of t	Igations have been pold.
said trust deed or pursuant to statute, to cancel all evidences of ind herewith together with said trust deed) and to reconvey, without warra estate now held by you under the same. Mail reconveyance and documentation of the same of th	and the secured by said trust deed (which are delivered to you
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must	Beneficiary be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OPPOOR

(FORM No. 881)

Vicki Allen Glen L. Cutler

...... Mary M. Cutler

Beneticiary

AFTER RECORDING RETURN TO Key Title Co. #27-16371K P.O. Box 6178 Bend (6R) 97708

SPACE RESERVED FOR RECORDER'S USE

County ofKlamath.... I certify that the within instrument was received for record on the ... 19thday of, 19.91, at 3:31 o'clock P. M., and recorded in book/reel/volume No. M91...... on page 3001 or as fee/file/instrument/microfilm/reception No. 26031 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By Dulline Mullendell Deputy