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WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

KLAMATH County, Oregon, described as: Lots 1, 2, 3, 4, and 5, Block 1 RIVER PINE ESTATES, in the County of Klamath, State of උදේශ්ණය Oregon'

EXCEPTING THEREFROM any portion lying within the SW1/4 NE1/4 Section 24, Township 23 South, Range 9 East of the Willamette Meridian.

CODE 112 MAP 2309-24AO TL 4500 CODE 112 MAP 2309-24AO TL 4400

CODE 112 MAP 2309-24AO TL 4300 CODE 112 MAP 2309-24AO TL 4200

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 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 SEVEN THOUSAND TWO HUNDRED FLETY AND .00/100 *(\$7,250.00)* 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, it not sooner paid, to be due and payable March 12 , 19.99

not sooner paid, to be due and payable March 12 1999.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal 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.

becomes due and payable. In the event the grantor without first ha sold, conveyed, assigned or alienated by the grantor without first hathen, at the beneficiary's option, all obligations secured by this instrunt 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; into to commit or permit any waste of said property, in good and workmanlike and the said property in good and workmanlike and the said property in good and workmanlike and the said property. It is the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary so requests, to incomply white ting said property; if the beneficiary in the said property belief and the said property belief to the beneficiary and the said property belief and such other has I have beneficiary and the said property in the grant shall fail or any reason to procure any such insurance and the companies acceptable to the beneficiary at least litten days prior any policies to the beneficiary at least litten days prior any part thereof may be released to grantor. Such applied by beneficiary upon any indebtedness of beneficiary to any deliver any part thereof may be released to grantor. Such applied to property belore any part of such property belore any part of such property belore any part of such property bel

It is mutually agreed that:

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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 attorney's fees to beneficiary and or incurred by grantor in such proceedings, shall be paid to be such proceedings, shall be paid to the payable to take such actions 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, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the roote for endorsement (in case of full reconveyances, for cancellation), without affecting 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 allecting this deed or the lieu or charge subordination or other agreement allecting this deed or the lieu or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons featily entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, issues and expenses of operation and collection, including reasonable attorney's lees 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 proceeds of lire 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.

property, and the application of recease thereof as another state 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 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 essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an 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 by nequity as a mortgage or direct the trustee to foreclose this trust deed of advertisement and sale, or may direct the trustee to the sum and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the heneficiary or the beneficiary elects to foreclose by advertisement and his election to sell-the said described real property to satisfy the obligation and his election to sell-the said described real property to satisfy the obligation and his election to sell-the said described real property to satisfy the obligation notice thereof as then recursor and proceed to foreclose this trust deed notice thereof as then recursor and proceed to foreclose this trust deed notice thereof as then recursor described to the trustee conducts the sale, and at any time protect of 5 days before the date the trustee conducts the sale, and at any time protect person so privileged by ORS 86.753, may cure sale, the grantor or any the declaut consists of a failure to pay, when due the default or default or default that is capable or the default or default that is capable onto then be due had no default coccurred. Any other default that is capable onto them be due had no default coccurred. Any other default that is capable onto the being cured may be cured by ten

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees 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 in separate parcels and shall sell the parcel or all the parcels at auction to the highest bidder lor 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 warranty are express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthlulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale state of the sale of the sale

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 laws of Oregon or the United States, a title insurance company authorized to insure title to real property 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Covenants, Conditions, Restrictions, and easements of record. 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: The grantor warrants that the proceeds of the loan represented by the above described hole and this trust (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, 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 leminine 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: 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. STATE OF OREGON, STATE OF OREGON, County of Lane

Starch 6, 19 91 by

RICHARD W. MARTIN County of ... This instrument was acknowledged before me on . JOYCE E. MANTIN CATE OF Aune A Sul Notary Fublic for Oregon Notary Public for Oregon (SEAL) My commission expires: 7/28/93. (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE 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 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: CODE 1113 NAP 2809-24AO TL 4500 CODE 112 MAP 2309-24AC TL 4300 CITE 112 NAP 2809-2440 TL 4400 Beneticiary CODE 115 WAS 2309-2460 TL 4500 CONE Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. EXCELTRUSTED FINE Thing within the EMI/4 NETSTATE OF OREGON, well b 33 Some (FORM No. 881) SS. OLE CATEVENS-NESS LAW PUB. CO County ofKlawath I certify that the within instrument RICHARD W. MARTIN AIVER PINE ESTATES, In the was received for record on the 12th day KLMAYTH of March ,19 91, at 3:40 o'clock P.M., and recorded JOYCE E. MARTIN has soft med actions to existing SPACE RESERVED in book/reel/volume No. M91 on WILLIAM D. EVANS Grantor page4443 or as fee/file/instru-WILLIAM S. RECORDER'S USE ment/microfilm/reception No. 26853 **EVANS** Record of Mortgages of said County. BEND THILE COMPANY Witness my hand and seal of Beneticiary County affixed. KENCO DATAR SERVICESETURNOTOE E AAHTIN, husband and wife P.O. BOX 7286 Evelyn Biehn, County Clerk BEND, OR . 97708 DEED DEED By Rauling Mullen de Doputy

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