(76100			10 91 hetween
	4th day of	April	, 19, Detween
THIS TRUST DEED, made this	and the second s		***************************************
EDWIN J. CLOUGH, III as Grantor KLAMATH COUNTY TITLE T.E. O HARRA	***************************************		as Trustee, and
VI AMATH COUNTY TITLE	COMPANY		,
as Grantor.			
as Grantor KLAMATH COUNTY TIES T.E. O HARRA			,
•••••			

as Beneficiary,

£.

WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in arywise 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 FORTY FIVE THOUSAND FOUR HUNDRED EIGHTY THREE AND 75/100.

not sooner paid, to be due and payable at maturity 1, 19.

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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, the beneficiary impossibility the and payable. then, at the beneficiary's opinin, an congarous se herein, shall become immediately due and payable,

becomes due and payable. In the sold, conveyed, assigned or alienated by the grantor without lirst hehen, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction, and the beneficiary of this trust deed, grantor agrees:

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 demolsh any building or improvement thereon; and to commit or permit any waste of said property and in good and workmanlike and to commit or permit any waste of said property; if the beneficiary may be unlikely on the due all costs incurred therefor.

destroyed thereon, and be hand laws, ordinances, regulations, covenants, conditions and executing such linancing statements pursuant to the sair form Commercial to the beneficiary may require and to pay the filing saine in the civil of public office or offices, as well as the cost of all lies searches made play filing officers or searching agencies as may be deemed desirable by the beneficiary may require and to pay the diffusion of the provide and continuously maintain insurance on the buildings of the hearst's a the beneficiary, with loss payable to the latter; all committees of the heneficiary, with loss payable to the latter; all committees of the heneficiary, with loss payable to the latter; all continuously maintain insurance and to it the grantor shall lad for any reason to procure any such insurance and to it the grantor shall lad for any reason to procure any such insurance and to it the grantor shall lad for any reason to procure any such insurance and to it the grantor shall lad for any reason to procure any such insurance and to it the grantor shall lad for any reason to procure any such insurance and to it the grantor shall all for any reason to procure any such insurance and to it the grantor shall be beneficiary and procure and the research of the same account of the same and to the same

It is mutually afteed that:

8. In the event that any potion or all of said property shall be taken under the right of emment domain or condemnation, beneticiary shall have the right, if it is o elects, to require that all or any portion of the monnes payable right, if it is o elects, to require that all or any portion of the monner payable right, if it is o elects, to require that all or any execution to such taking, which are in seven of the amount required to pay all trassmable costs, expenses and attentives when the paid to beneficiary and applied by fitness upon any reasonable costs and expenses and attorney's fees, possibly in such proceedings, and the balance applied upon the indebtedness licitary in such proceedings, and the balance applied upon the indebtedness recursed 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.

Pensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary appears to time upon written request of beneficiary, payment of its fees and presentation of this deed and the rote for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the consent to the making of any map or plat of said property; (b) join in It is mutually agreed that:

granting any easement or creating any testriction thereon; (c) join in any subordination or other agreement altecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The frame in any reconveyance may described as the "person or persons frantee in any reconveyance may described as the "person or persons legally entitled thereto," and the rectals there in any matters or latis shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneliciary 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, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents issues and profits, 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 upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of thre and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure of 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 and in such order.

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 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 hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereby or in his performance of the herebiciary may be declare all sums secured hereby immediately due and paxable. In such an declare all sums secured hereby immediately due and paxable. In such an event of the herebiciary at his election may price of forcelose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or advertisent and also, or may direct the trustee to pursue any other right or advertisers a law or in equity, which the herebiciary may have. In the event the beneficiary 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 required to 86.735 to 86.795. In any other said, the grantor or any other person so privileded by ORS. 86.753, may cut the sale, the grantor or any other person so privileded by ORS. 86.753, may cut the sums secured by the trust deed, the default may be cure portion as would entire amount deven the time of the cure other than such that is sapable onto then be due had no default occurred. Any other default cause portion as would entire amount deven the time of the cure other than such that is sapable of the time of the cure of the trustee of the performance of the trustee of the sum secured by the default occurred. Any other default is a sa

and expenses actually incurred in enforcing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at this interest of the notice of sale or the time to which said sale may 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 to which said sale may be postponed or in separate parcels and shall self the trust of the highest bidder for cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee 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 shall deliver to the purchaser its deed in form as required by law conveying the profess of sole of the trustee of the trustee selfs pursuant to the sale. The trustee, but including the trustee of the trustee selfs pursuant to the sale.

15. When trustee selfs pursuant to the sale.

15. When trustee selfs pursuant to the sale.

16. Beneficiary may be sale to pay may a trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the standard here of the trustee of the trust surphus. If any, to the finantiar or to his successor in interest of the trustee of the trust surphus. If any, to the finantiar or to his successor in interest of the successor of successors of any trustee shall be vested with all time payent as successed or successor to any trustee shall be vested with all time payent as successed or successor of any trustee shall be vested with all time payent and trustee the latter shall be rested with all time payent and the southers contented upon any trustee shall be readed by written instrument executed by beneficiary and substitutions shall be made by written instrument execut

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and that he will warrant and forever defend the same against all persons whomsoever.

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The grantor warrants that the proceeds of the loan represented	t describe	note and this trust deed are:	
The grantor warrants that the proceeds of the loan represented (a)* primarily for grantor's personal, family or household purpo (a)* primarily for grantor of even if grantor is a natural person	by the above describe	lotice below).	
The grantor warrants that the proceeds of the loan representa- (a)* primarily for grantor's personal, family or household purpo (b) for an organization, or (even it grantor is a natural person	1) are for business or	coninercial parpose	
(b) for an organization		- Indators devisees, administr	rators, executors, of the contract
(a)* primarily for grants or (even it grantor is a natural person (b) for an organization, or (even it grantor is a natural person This deed applies to, inures to the benefit of and binds all particular personnal representatives, successors and assigns. The term beneficiary and representatives, successors and assigns. The term beneficiary herein, In consecutive with the period of the period	includes the plural.		written.
THE WITNESS WHEREOF, said grantor has hereu	nto set his hand i	000	
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PORTANT NOTICE: Delete, by lining out, whichever warranty (a) of vipplicable; if warranty (a) is applicable and the beneficiary is a creditor in policible; if warranty (a) is applicable and the beneficiary is a creditor policible. It was a constant to the control of the contr	2	<i>/</i>	
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EXHIBIT A

Description

The following described real property situate in Klamath County, Oregon:

All that portion of Lot 70, Enterprise Tracts, Klamath County, Oregon, described as follows: Beginning at a point in the Southerly line of Sixth Street, at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 184.0 feet and West 17.5 feet to the true point of beginning; thence West 109.7 feet thence South 172.5 feet; thence East 109.7 feet; thence North 172.5 feet more or less to the true point of beginning, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

A strip of land across Lot 70, Enterprise Tracts, Klamath County, Oregon, 17 feet wide, being 8.5 feet on each side of the center line of the spur track now constructed thereon, said center line being described as follows: Beginning at a point in the Northerly line of the right of way of the Oregon, California and Eastern Railway Company 417.5 feet West of the East line of Lot 70; thence on an 11° 30' curve to the right, a distance of 356 feet Northwesterly to a point 525.7 feet West of the East line of Lot 70; thence North parallel to the East line of Lot 70 a distance of 467 feet to a point 8.5 feet West of the Northwest corner of Parcel 1 hereinabove described.

STATE OF ORI	at request of10 Q1	at 1:23 o'c	17	the uly recorded in Vol. 109 County Clerk	
FEE	\$18.00		<i>U</i> , ————		