

1991 between

8th day of

as Beneficiary,

WITNESSETH:

CODE 41 MAP 3809-34DD TL 9100

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement, the sum of TWENTY SIX THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note (26,000.00) payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

FOR THE PURPOSE OF SECURING PERFORMANCE OF OBLIGATIONS
sum of TWENTY SIX THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory
(26,000.00) note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
at maturity of note 19
on which the final installment of said note
is sold, agreed to be

(26,000.00) _____
note of even date herewith, payable to beneficiary or order and made by grantor, the sum of _____, 19____.
not sooner paid, to be due and payable _____ at maturity of note _____, 19____, on which the final installment of said 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. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to permit any waste of said property. The property is in good and workmanlike

1. To protect, preserve and maintain any building or improvement and to repair; not to remove or demolish any building or improvement and not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to and to pay for filing same in the public office as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by proper public office or searching agencies as may be deemed desirable by the beneficiary; and to continuously maintain insurance on the building for loss or damage by fire.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the trustee's fees actually incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred in and defend any action or proceeding purporting to affect the validity of this trust or of trustee; and in any suit or proceeding brought by or on behalf of the trustee.

[illegible]

It is mutually agreed that:

[illegible]

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 note 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 affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property to grantee in any reconveyance may be described as the "persons" or "facts" shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing purposes shall not be less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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 or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

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 covenants or warranty, express or implied, and he recitals in the deed of any matters of fact shall be conclusive upon the truthfulness thereof. Any purchase at the sale.

15. When trustee sells purchased property to pay to the trust the expenses of sale, trustee shall apply the proceeds of the sale to payment of (1) the expenses of sale, (2) to all persons having a claim against the trust and (3) to the obligation secured by a trust deed, (4) to all persons having recorded liens subsequent to the date of the sale and (5) to the interest of the trustee in the trust property. (6) The balance of the proceeds shall be paid to the grantor or his successor in interest entitled to such proceeds as his interest in the property may from time to time appear. If a successor or successors of the grantor are appointed, the trustee shall pay the proceeds to the trustee appointed hereunder.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here-
under. Upon such appointment, and without conveying 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 mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. The 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.

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 676.325 to 676.335.

AJF

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.

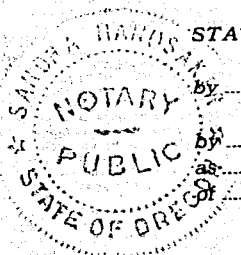
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 feminine 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.

Imma M. Froehlich
Imma M. Froehlich



STATE OF OREGON, County of *Klamath*) ss.

This instrument was acknowledged before me on *10/17*, 19*91*,

by *Imma M. Froehlich*

This instrument was acknowledged before me on _____, 19____,

Sandra Handman
Notary Public for Oregon
My commission expires *7/23/93*

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 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: _____, 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. 881) STEVENS-NESS LAW, PUBL. CO., PORTLAND, ORE.		STATE OF OREGON, County of <i>Klamath</i>) ss.	
Grantor Beneficiary		I certify that the within instrument was received for record on the <i>18th</i> day of <i>Oct.</i> , 19 <i>91</i> , at <i>10:50</i> o'clock A.M., and recorded in book/reel/volume No. <i>M91</i> on page <i>21829</i> or as fee/file/instrument/microfilm/reception No. <i>36258</i> , Record of Mortgages of said County. Witness my hand and seal of County affixed.	
AFTER RECORDING RETURN TO ASPEN TITLE & ESCROW, INC. 525 Main Street Klamath Falls, OR 97601		Evelyn Biehn, County Clerk NAME TITLE By <i>Pauline M. Paulsen</i> Deputy	
SPACE RESERVED FOR RECORDER'S USE		Fee \$13.00	