

THIS TRUST DEED, made this 4th day of November 19 91, between

Paul N. Poetsch and Frances M. Poetsch
Husband and Wife, as grantor, William Sisemore, as trustee, and
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States,
as beneficiary;

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property
in Klamath County, Oregon, described as:Lot 7 in Block 9 of Tract 1003, known as THIRD ADDITION TO MOYINA, according to the official
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Acct. #3809-036DB-01600

Key #453262

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS
AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE
MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

Grantor's performance under this trust deed and note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or
assumption, the entire unpaid balance shall become immediately due and payable. Which said described real property is not currently used for agricultural, timber or
grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter
belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating,
watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum,
shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor
has or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of
Nine thousand nine hundred fifty dollars and no cents----- (\$ 9,950.00) Dollars,

with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and
interest being payable in monthly installments of (\$ 105.41) commencing December 15, 19 91.

This trust deed shall further secure the payment of such additional money, if
any, as may be loaned hereafter by the beneficiary to the grantor or others having
an interest in the above described property, as may be evidenced by a note or notes.
If the indebtedness secured by this trust deed is evidenced by more than one note,
the beneficiary may credit payments received by it upon any of said notes or part
of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein
that the said premises and property conveyed by this trust deed are free and clear
of all encumbrances and that the grantor will and his heirs, executors and
administrators shall warrant and defend his said title thereto against the claims of
all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms
thereof and, when due, all taxes, assessments and other charges levied against said
property; to keep said property free from all encumbrances having precedence over
this trust deed; to complete all buildings in course of construction or hereafter
constructed on said premises within six months from the date hereof or the date
construction is hereafter commenced; to repair and restore promptly and in good
workmanlike manner any building or improvement on said property which may be
damaged or destroyed and pay, when due, all costs incurred therefor; to allow
beneficiary to inspect said property at all times during construction; to replace any
work or materials unsatisfactory to beneficiary within fifteen days after written notice
from beneficiary of such fact; not to remove or destroy any building or improvements
now or hereafter constructed on said premises; to keep all buildings and
improvements now or hereafter erected upon said property in good repair and to
commit or suffer no waste of said premises; to keep all buildings, property and
improvements now or hereafter erected on said premises continuously insured
against loss by fire or such other hazards as the beneficiary may from time to time
require, in a sum not less than the original principal sum of the note or obligation
secured by this trust deed, in a company or companies acceptable to the beneficiary,
and to deliver the original policy of insurance in correct form and with approved
loss payable clause in favor of the beneficiary attached and with premium paid, to
the principal place of business of the beneficiary at least fifteen days prior to the
effective date of any such policy of insurance. If said policy of insurance is not so
tendered, the beneficiary may in its own discretion obtain insurance for the benefit
of the beneficiary, which insurance shall be non-cancellable by the grantor during
the full term of the policy thus obtained.

In order to provide regularly for the prompt payment of said taxes, assessments
or other charges and insurance premiums, the grantor agrees to pay to the
beneficiary, together with and in addition to the monthly payments of principal and
interest payable under the terms of the note or obligation secured hereby, an amount
equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and
payable with respect to said property within each succeeding twelve months, and
also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said
property within each succeeding three years while this trust deed remains in effect,
as estimated and directed by the beneficiary, such sums to be credited to the principal
of the loan until required for the several purposes thereof and shall thereupon be
charged to the principal of the loan; or, at the option of the beneficiary, the sums
so paid shall be held by the beneficiary in trust as a reserve account, without interest,
to pay said premiums, taxes, assessments or other charges when they shall become
due and payable.

While the grantor is to pay any and all taxes, assessments and other charges
levied or assessed against said property, or any part thereof, before the same begin
to bear interest and also to pay premiums on all insurance policies upon said property,
such payments are to be made through the beneficiary, as aforesaid. The grantor
hereby authorizes the beneficiary to pay any and all taxes, assessments and other

charges levied or imposed against said property in the amounts as shown by the
statements thereof furnished by the collector of such taxes, assessments or
other charges, and to pay the insurance premiums in the amounts shown on the
statements submitted by the insurance carriers or their representatives, and to charge
said sums to the principal of the loan or to withdraw the sums which may be required
from the reserve account, if any, established for that purpose. The grantor agrees
in no event to hold the beneficiary responsible for failure to have any insurance written
or for any loss or damage growing out of a defect in any insurance policy, and the
beneficiary hereby is authorized, in the event of any loss, to compromise and settle
with any insurance company and to apply any such insurance receipts upon the
obligations secured by this trust deed. In computing the amount of the indebtedness
for payment and satisfaction in full or upon sale or other acquisition of the property
by the beneficiary after default, any balance remaining in the reserve account shall
be credited to the indebtedness. If the reserve account for taxes, assessments,
insurance premiums and other charges is not sufficient at any time for the payment
of such charges as they become due, the grantor shall pay the deficit to the beneficiary
upon demand, and if not paid within ten days after such demand, the beneficiary
may at its option add the amount of such deficit to the principal of the obligation
secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the
beneficiary may at its option carry out the same, and all its expenditures therefor
shall draw interest at the rate specified in the note, shall be repayable by the grantor
on demand and shall be secured by the lien of this trust deed. In this connection,
the beneficiary shall have the right in its discretion to complete any improvements
made on said premises and also to make such repairs to said property as in its
sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations,
covenants, conditions and restrictions affecting said property; to pay all costs, fees
and expenses of this trust, including the cost of title search, as well as the other
costs and expenses of the trustee incurred in connection with or in enforcing this
obligation, and trustee's and attorney's fees actually incurred; to appear in and defend
any action or proceeding purporting to affect the security hereof or the rights or
powers of the beneficiary or trustee; and to pay all costs and expenses, including
cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the
court, in any such action or proceeding in which the beneficiary or trustee may appear
and in any suit brought by beneficiary to foreclose this deed, and all said sums shall
be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an annual
statement of account but shall not be obligated or required to furnish any further
statements of account.

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under
the right of eminent domain or condemnation, the beneficiary shall have the right
to commence, prosecute in its own name, appear in or defend any action or
proceedings, or to make any compromise or settlement in connection with such
taking and, if it so elects, to require that all or any portion of the money's payable
as compensation for such taking, which are in excess of the amount required to
pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred
by the grantor in such proceedings, shall be paid to the beneficiary and applied by
it first upon any reasonable costs and expenses and attorney's fees necessarily paid
or incurred by the beneficiary in such proceedings, and the balance applied upon
the indebtedness secured hereby; and the grantor agrees, at its own expense, to
take such actions and execute such instruments as shall be necessary in obtaining
such compensation, promptly upon the beneficiary's request.

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

except none.

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 the purchase of real property, the improvement of real property, or the payment of an obligation secured by a mortgage on real property.~~

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.

Kevin D. Platte
Kevin D. Platte

Darla K. Platte
Darla K. Platte

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 8, 1991,
by Kevin D. Platte and Darla K. Platte

This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



OFFICIAL SEAL
LINDA L. PAUG
NOTARY PUBLIC - OREGON
COMMISSION NO. 008457
MY COMMISSION EXPIRES MAY 01, 1995

Linda L. Paug
Notary Public for Oregon
My commission expires 5-1-95

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 PUB. CO., PORTLAND, ORE.

Kevin D. and Darla K. Platte

Grantor

Richard J. Platte and
Rosemary C. Platte

Beneficiary

AFTER RECORDING RETURN TO
Richard J. Platte
Rosemary C. Platte
867 Cortez
Costa Mesa, CA 92626

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 8th day of Nov., 1991, at 3:27 o'clock PM., and recorded in book/reel/volume No. M91 on page 23539 or as fee/file/instrument/microfilm/reception No. 37168, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By Dorinda M. Mendenhall, Deputy

Fee \$13.00