FORM No. 881—Oregon Trust Deed Series—TRUST DEED. ASPEN 36118 COPYRIGHT 1290 STEVENS-NEES LAW PUBLISHING CO., PORTLAND, OR 197204 Vol.mal Page 4146 , 19.91..., between 26670 THIS TRUST DEED, made this 5thday of ... ARCHER W. ROE, JR. and HARRIETTSUSAN ROE 37457 .., as Trustee, and WILLIE A. OLSON and LINDA S. OLSON, as tenants by the entirety as Grantor, KEY TITLE COMPANY Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:

PARCEL 1:
That portion of the SW 1/4 WHY /4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State Of Oregon, lying West of the as Beneficiary, The E 1/2 E 1/2 of Section 28, Township 23 South, Range 10 East of the Willamette railroad right of way. The East 30 feet of the S 1/2 S 1/2 NE 1/4 NE 1/4 of Section 33, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

OE 51 MAP 2310-2700 TI, 300 / CODE 51 MAP 2310-3300 TI 600 / CODE 51 MAP 2310 TI 2000

Together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, hereditaments and appurtenances and all fixtures now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter appertaining and the rents, issues and profits thereof and all fixtures now or hereafter appertaining and the rents, issues and profits thereof and all fixtures now or hereafter appertaining. And the rents issues and profits thereof and all fixtures now or hereafter appertaining and the rents. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the two thereof the purpose of the pur Meridian, in the County of Klamath, State of Oregon. PARCEL 2: sum of INENTY THOUSAND AND NO/100----(\$20,000.00).

Dollars, with interest thereon according to the terms of a promissory and the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note the date 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 is option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees. granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or chief thereof; (d) reconvey without warrants, all or any part of the property. The feature is any reconveyance may be described as the "person of persons fegally entitled thereto." and the recrials there not any matters or acts shall see conclusive proof of the truthfulmess thereof. Truster's lees for any of the second truster is any recovery mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, hereficiary may at appointed by a court, and without regard to the adequacy of any security to the indebtedness hereby secured, enter upon and take possession of said property only part hereod, in its own name sue or otherwise collect the rentaless costs and expenses of operation and collection, including those past deflection, including those past collection including associable attorney's less upon my indebtedness secured hereby, and in such order as beneficiary may determine.

11. The many indebtedness secured hereby, and in such order as beneficiary may determine, upon and profits, or the proceeds of tire and other insurance politics or compensation or awards for any lating change that it is and other wave any default or notice of default hereinfler or invalidate any and any indebtedness and property, default or notice of default hereinfler or invalidate any and any indebtedness and property, default or notice of default hereinfler or invalidate any and any indebtedness and property or in his performance of any agreement hereod as along and shall not cure or invalidate any collection of any indebtedness secured thereof as along and shall not cure or property. The process of the pro 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:
not to commit or permit any restore promptly and be constructed, damaged or
manner any building or restore promptly and be constructed, damaged or
destroyed thereon, and any when due all costs insured therefor,
soft all laws, ordinates, regulations, covenants, conditions and restriction affecting said property pursuant to the Uniform Commet
ion in executing such impromist statements and to pay for filing and property pursuant to the Uniform condicial Code as the beneficiary may require and to pay for filing arches made
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proper public office or offices, as well as the cost of all lens sacrae in the
proper grant of the provide and continuously maintain insurance on the builtons
to the provide and continuously maintain insurance on the builtons tions and restriction adjecting said property: if the beneficiary or or organist, conditions and restricting such financing statements, if the beneficiary may adjecting statements and property if the beneficiary may be deemed desirable by the politices of well as the cost of all lien searches made proper put of offices of well as the cost of all lien searches made by filling offices or offices, as well as the cost of all lien searches made by lifting officers or offices, as well as the cost of all lien searches made by lifting officers or offices, as well as the cost of all lien searches made by lifting officers or offices, as well as the cost of all lien searches made by lifting officers of the said premises against loss or damage by lifting officers of the said premises against loss or damage by lifting and such other hards as the beneficiary may, from limiting to the written in an amount not easier than \$\$\frac{1}{2}\$ to the beneficiary with loss payable to the latter; all officers of the said premises against loss or damage by lifting of the grants offices to the beneficiary at least lifteen day prior to the espicacy of the said premises and property of the said premises against loss or damage by lifting the lifting and policy of insurance now or hereafter preserpense. The amount of the grants of the grants of the said premises property, and the application or release thereof as altoresaid, shall not cure or savive 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 hereby immediately developed to the such as the declare all sums secured his election may proved to torecope also trust deed declare all sums secured his election may be desired to torecope also trust deed in equity as a mortiside or direct the trustee to pursue any earlier of the beneficiary election of declaring the trustee to pursue any earlier the beneficiary election for sciose by advertisement and sale. The heneficiary of the trustee shall, escure and cause to be recorded his written frontic of default of the selection of the sale of t gent expenses actually accurred in enforcing the obligation of the struct great together with trustee's and attorney's fees not exceeding the amounts provided by law. 1. 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 postporned as provided by law control to the time of sale and the property of the provided by law control and shall sell percel or parcels and shall sell time of sale. Trustee the highest bidder if a dead in form as quirted by law conveying shall ediver to the purchase the data of any coverned fact shall be conclusive to the trustee of the trustee of the trustee of the trustee of the sale. Trustee of the trustee of the sale of payment of the sale of payment of the power provided herein, trustee the sale apply the proceeds of sale to payment of (1) the expense of sale, including the compression of the trustee of the power provided herein, trustee cluding the compression of the trustee of the trust deed trustee in the trustee. The obligation assure by the trust deed trustee in the trustee of the power of the provided herein and (4) the sale payment of the provided herein and (5) to the subsequent to the obligation assure by the trust deed trustee in the trustee of the provided as their interess may appear in the order of their provided to such surplus. If Beneticiary may from time to time appoint a successor of successor of successor in microst entitled to such surplus.

deed as their interests may appear in the order of their princips and consulption.

16. Beneficiar) may from time to this successor in anterest entitled to such surfaces to any trustee named herein or to any successor or successor. It is a popular to any appointment, and without consequence to the successor frustee. Upon such appointment, as the all stile, powers and duries contered upon any trustee shall be vested all stile, powers and duries contered upon any trustee their named of a printen instrument executed by hence and substitution shall be made by written instrument executed by hence and which when recorded in the mortagle records of the country of counties in which the property in situated, shall be conclusive proof of proper appaintment of the nuccessor trustee.

17. Trustee accepts this trust when this deed, duly executed and the conclusion accepts the strust when this deed, duly frustee is not proper apparent according to make a public record as provided by law Trustee in not proper apparent or proper apparent or obligated to notify any party herets or pending sale under any other deed of that or of any action or proceeding in which prantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. 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, beneticiary shall have the under the right of eminent domain or condemnation of the monies payable under the right of eminent domain or condemnation of the monies payable as compensation for such staffs, which are in passess of the amount paid or as compensation for such proceedings, and attorney lees necessarily paid or to pay and reasonable costs, expenses and attorney lees necessarily paid or payable to the proceedings, shall be paid to benelizely semplied by it first upon any reasonable costs applied upon the adversary payable in the trial and appellate courts, necessarily paid or incurred by the proceedings, and the balance applied upon the nich actions literary in such proceedings, and the balance an expense, to take such actions to the pensation, promptly, and grantor agrees, at its proceedings, to take such compensation, promptly, and present after time to time of the payable to be necessary to the proceedings of the proceedings, and the proceedings, and the proceedings, and the payable to time of the payable to be necessary in obtaining such compensation, promptly, and from time to time to time of the payable to the p

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 of the United States, a title insurance company outhorized to insure title to real or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company outhorized to do business under the laws of Oregon or the United States, a title insurance company outhorized to do business under the laws of Oregon or the United States, a title insurance company understand the United States or any agency thereof, or an escribe agent licensed under ORS 696,505 to 695,585.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee simple of said described real property and has a valid, unencumbered title thereto EXCEPT Real Estate Contract recorded February 7, 1989 in Book M-89, Page 2352, Fee No: 96802, Klamath County, Oregon WHICH HEREIN GRANTOR ASSUMES AND AGREES TO PAY.

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

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This deed applies to	inures to the benefit of and binds	all parties hereto, thei	r heirs, legatees, devisees, admin	istrators, executors.
personal representatives, su	inures to the benefit of and binds coessors and assigns. The term bene not named as a beneficiary herein.	eficiary shall mean the	and whenever the context so requ	uires, the masculine
secured hereby, whether or	not named as a beneficiary nevent. e and the neuter, and the singular n	umber includes the plur	al.	
gender includes the lemmin	e and the heater, and the stage of	t	nd the day and year first abo	ve written.
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* IMPORTANT NOTICE: Delete.	by lining out, whichever warranty (a)	or (b) is	cos co. ree NI	*******
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	*	, Trustee		
TO:		*		
trust deed have been full	the legal owner and holder of all i y paid and satisfied. You hereby a ant to statute, to cancel all eviden	e directed, on payment	and by said trust deed (which	are delivered to you
becamich todather with sa	id trust deed) and to reconvey, with	loui waitainty, to the	parties designated by the terms of	or said trust deed the
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WILLIE A. OLSO	N	RECORDER'S USE	ment/microfilm/rece	otion No2007U,
		ACCORDER 3 USE	Record of Mortgages	of said County.

LINDA S. OLSON Beneficiary AFTER RECORDING RETURN TO KEY TITLE CO. #27-16410K P.O. Box 6178 Pend, OR 97708



INDEXED

Fee \$13.00

Evelyn Biehn, County Clerk By Queleni Mullarde Deputy

County affixed.

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