

March

THIS TRUST DEED, made this 5th day of
ARCHER W. ROE, JR. and HARRIETTSUSAN ROE

as Grantor, KEY TITLE COMPANY
WILLIE A. OLSON and LINDA S. OLSON, as tenants by the entirety.

as Beneficiary,

WITNESSETH:
 " and conveys to trustee in trust, with power of sale, the property

Grantor irrevocably grants, bargains, sells and conveys
in _____ County, Oregon, described as:
KLAMATH
PARCEL 1: _____ NW 1/4 of Section 27, Township 23 South, Range 10 East of
_____ of Klamath, State Of Oregon, lying West of the

PARCEL 1:
That portion of the SW 1/4 ^{NW 1/4} 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 railroad right of way.

PARCEL 2:
The E 1/2 E 1/2 of Section 28, Township 23 South, Range 12 East, Meridian, in the County of Klamath, State of Oregon.

The East 30 feet of the S 1/2 S 1/2 NE 1/4 NE 1/4 of Section 34, Township 36N, Range 10E, Willamette Meridian, in the County of Klamath, State of Oregon, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected with 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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$20,000.00 (Twenty Thousand Dollars) to the grantee hereon according to the terms of a promissory note executed by the grantor and the grantee on this 1st day of May, 2000, and interest thereon, is hereby acknowledged.

together:
now or hereafter appertaining, and
with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement
sum of TWENTY THOUSAND AND NO/100-----(\$20,000.00)-----
sum of _____ 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, if
due and payable _____ March 7, 2001 ~~XXXX~~
by this instrument is the date, stated above, on which the final installment of said note
any part thereof, or any interest thereon is sold, agreed to be
consent or approval of the beneficiary.
and therein, or

[illegible]

then, at the beneficiary's option, shall become immediately due and payable.

herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said building or improvement thereon;
2. To not remove or demolish any building or improvement thereon;
3. To not permit any waste of said property;
4. To not commit or permit any damage to said building or improvement and in good and workmanlike manner to complete or restore promptly and in good and workmanlike manner any damage to said building or improvement which may be constructed, damaged or destroyed hereon; and
5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such filing statements pursuant to the Uniform Commercial Code 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 filing officers or searching agencies as may be deemed desirable by the beneficiary.

Grantor shall provide and continuously maintain insurance on the building or improvement against loss or damage by fire, theft or other cause, and shall provide and continuously maintain such insurance for as long as time require, in the amount and on the terms and conditions required by the beneficiary.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of rendering all sums secured by this trust deed immediately due and payable, and to constitute a breach of this trust deed.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary's attorney's fees; the attorney or attorneys for the foreclosure of the deed, to pay all costs, including any reasonable expenses incurred by the beneficiary or trustee, in defending evidence of title as mentioned in the paragraph 7 in all cases where the amount of attorney's fees and the further agrees to pay such sum as the court ordered by the trial court, grantor or trustee shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. The parties hereto have mutually agreed that:

It is mutually agreed that:

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, beneficiary shall have the right, if it so elects, to require that all or any portion of the money payable under it, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which expenses and attorney's fees necessarily paid or incurred by grantor in such reasonable costs, proceedings, shall be paid to beneficiary and to pay any reasonable costs, expenses and attorney's fees, incurred by grantor in such reasonable costs and proceedings paid or incurred by beneficiary first upon appellate courts, necessary expenses applied upon the indebtedness both in the trial and proceedings, and the balance of own expense, to take such actions secured hereby; and grantor agrees, shall be necessary in obtaining such compensation and execute such instruments as beneficiary's request.

9. At any time and from time to time upon written request the note for compensation of fees and presentation of this deed and the note for beneficiary, payment of full reconveyances, (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

(c) consent to the making of any map or plat of said property;

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 606.505 to 606.507.

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 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.

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).
XX

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.

Archer W. Roe, Jr.
Harriett Susan Roe
Archer W. Roe, Jr.
Harriett Susan Roe

STATE OF OREGON, County of Deschutes, ss.

This instrument was acknowledged before me on March 5, 1991, by Archer W. Roe, Jr. and Harriett Susan Roe

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

by _____
as _____
of _____

Karen Lu
Notary Public for Oregon

My commission expires 5/5/92

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.

ARCHER W. ROE, JR.

HARRIETT SUSAN ROE

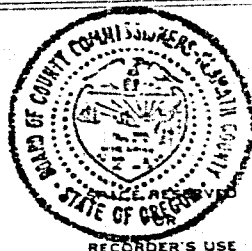
Grantor

WILLIE A. OLSON

LINDA S. OLSON

Beneficiary

AFTER RECORDING RETURN TO
KEY TITLE CO. #27-16410K
P.O. Box 6178
Eugene, OR 97708



RECORDER'S USE

INDEXED

D 1

Fee \$13.00

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 7th day of March, 1991, at 3:28 o'clock P.M., and recorded in book/reel/volume No. M91 on page 4146 or as fee/file/instrument/microfilm/reception No. 26670, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By *Pauline Mullins* Deputy

24059

ATTACHED TRUST DEED IS BEING RERECORDED TO CORRECT LEGAL DESCRIPTION
PREVIOUSLY RECORDED MARCH 7, 1991 IN VOLUME M91 PAGE 4146, FEE NUMBER 26670,
KLAMATH COUNTY, OREGON.

~~X~~ Archer W. Roe, Jr.
Archer W. Roe, Jr.

~~X~~ Harriett Susan Roe
Harriett Susan Roe

~~This should be
recorded as:
Roe Living Trust
Archer W. Roe, Jr.
Harriett Susan Roe~~

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Key Title Co. the 18th day
of Nov. A.D., 19 91 at 10:42 o'clock A. M., and duly recorded in Vol. M91
of Mortgages on Page 24057.

FEE \$15.00

Evelyn Biehn - County Clerk

By Pauline M. M. M. M.