together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise 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 NINE THOUSAND FIVE HUNDRED AND NO/100---, (\$95,00.00)

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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of note. 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the protect the security of this true dead.

becomes due and payable. In the event the within to without first hav sold, conveyed, assigned or alienated by the grantor without first hav sold, conveyed, assigned or alienated by the grantor without first hav sold, conveyed, assigned or alienated by the grantor agrees:

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

To protect, preserve and maintain said property in good condition and repair; not to common the control of the control of

It is mutually agreed that:

3. 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 under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or of the amount required as compensation for such taking, which are in excess of the amount required to pay all results of the same automey's lees necessarily paid or to pay all results on such proceedings, shall be paid to beneficiary and incurred by first upon any resonable costs and expenses and attorney's lees, applied by it first upon any resonable costs and expenses and attorney's lees, applied by it first upon any resonable costs and expenses of the indebtedness ficiary in such proceedings, and the balance applied upon the indebtedness secured 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 of the payment of the indebtedness, trustee may be redorsement (in case of full reconveyances, for cancellation), without affecting 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the return the there in any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary 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 pointed by a court, and without regard to the adequacy of any security for the incibtedness hereby secured, enter upon and take possession of said property on any part thereof, in its own name sue or otherwise collect the rents; issues and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire 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.

property, and the application or release thereol as aloresaid, shall not cure or 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, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such and event the beneficiary as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or may direct the trustee to pursue any other right or redwertisement and sale, the beneficiary of the brusticiary elects to foreclose by advertisement and sale, the beneficiary of the brusticiary elects to foreclose by advertisement and sale, the beneficiary of the brustic shall escute and cause to be recorded his written notice of default the trustee shall be advertisement and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by 86.735 to 86.735.

In the manner provided in ORS 86.735 to 86.735.

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In the manner provided in ORS 86.735 may cure and proceed to foreclose this trust deed to be a sale, the grantor or any other person so privileged by ORS 86.735, may cure sale, the grantor or any other person

derauits, the person electing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed together with trustees and attorney's fees not exceeding the amounts provided by law. 4. 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 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 place designated or in separate parcels and shall sell the parcel or parcels at in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash sayable at the time of sale. Truster sauction to the highest bidder for cash sayable at the time of sale. Truster 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 shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any map personal excluding the trustery, but including of the truthfulness thereof. Any personal excluding the trustery, but including the frantor and beneficiary, may purchase at the sale.

Is when the properties of the trustee and a reasonable charge by trustee cluding the compensation of the trustee and a reasonable charge by trustee active by the trust deed, (1) to all persons attorney, (2) to the obligation secured by the trust deed, (1) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their proving and (4) the surplus, if any, to the grantor or to his successor in inverse entitled to such surplus, if any, to the grantor or to his successor in inverse entitled to such surplus, if any, to the grantor or to his successor in inverse entitled to such surplus, if any, to the

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 states a title insurance company authorized to insure title to real 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 states, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an estrow agent licensed under ORS 476.505 to 596.585.

Deputy

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 it 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 terminine 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.

RIANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is * 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. STATE OF OREGON, County of This instrument was acknowledged before me on RACHEL JOHNSON This instrument was acknowledged before me on BS .. Notary Public for Oregon My commission expires REQUEST FOR FULL RECONVEYANCE Is be used only when obligations have been paid. 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: Beneticiary 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 m STATE OF OREGON, TRUST DEED County of (FORM No. 881) I certify that the within instrument was received for record on theday ato'clockM., and recorded in book/reel/volume No. on SPACE RESERVED page or as fee/file/instru-FOR ment/microfilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Aspen Title & Escrow, Inc

525 Main Street

KFO 97601 2003

EXHIBIT "A"

The following portion of Lot 6, Block 4, WEST KLAMATH FALLS, in the County of Klamath, State of Oregon.

Beginning at the Northeast corner of said Lot 6; thence Westerly on the line between Lot 5 and said Lot 6, 200 feet; thence Southerly, at right angles with the North line of said Lot, 52 feet; thence Easterly and parallel with said North line, 200 feet to street line; thence Northerly along the line of said street, 52 feet to the place of beginning, being a strip of land 52 feet wide off the North side of said Lot 6, Block 4.

CODE 1 MAP 3809-32CB TL 7800

		KLAMATH:	

Filed for record at request of Aspen Title Co.	the	13th	day
of <u>Dec.</u> A.D., 19 91 at 10:39 o'clock A.M., and duly re		Vol. <u>M91</u>	 ,
of <u>Mortgages</u> on Page 25994	·		
Evelyn Biehn · Co			
FEE \$18.00 By Queline S	Duile	ndire_	