

THIS TRUST DEED, made this

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
KLAMATH County, Oregon, described as:

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise known 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.

note of even date herewith, payable to beneficiary January 20, 1999

not sooner paid, to be due and payable January 20, 1999

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.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or

3 To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions, and to pay when due all costs incurred thereon.

3. 18 comply with all laws, regulations, orders, decrees, judgments, injunctions and restrictions affecting said property; if the beneficiary to whom the property is transferred is a corporation, it shall, in addition to the foregoing, also join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper 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.

[illegible]

act done hereby. I keep said premises free from construction taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of the said taxes, assessments and other charges become past due or until the grantor fail to make payment of any taxes, assessments or other charges payable by said grantor, and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments or other charges, by providing beneficiary with a lien, which may be enforced by direct payment of said taxes, assessments or other charges, with interest on such payment, beneficiary may, at the rate set forth in the note securing the same, advance to said grantor the amount of such taxes, assessments or other charges and the amount so paid, with interest at the rate set forth in paragraphs 6. and 7. of this trust deed, together with the obligation described in paragraphs 6. and 7. of this trust deed, shall be deemed to have been paid and become a part of the debt secured by this trust deed, with the waiver of any rights arising from breach of said, the proper conduct, with respect to hereof and for such payments, with interest thereon, the property secured hereby, shall be deemed to have been paid and become a part of the debt secured hereby, so far as hereinbefore described, as well as the payment of the obligation hereby secured to the extent that they are bound for the same, shall be immediately due and payable with interest thereon, and all such payments shall be immediately due and payable with interest thereon, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured hereby by this trust deed immediately due and payable, and shall constitute breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney fees actually incurred.

7. To appear in and defend all suits, actions or proceedings brought by or on behalf of the beneficiary or trustee; and in any such suits, actions or proceedings, to pay all costs and expenses of the beneficiary or trustee, including the reasonable attorney's fees; and for the evidence of title and the beneficiary's or trustee's interest in the property, paragraph 7 in all cases shall amount to attorney's fees mentioned in the event of an appeal from any judgment rendered by the trial court and the grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 desires, to require that all or any portion of the monies payable to beneficiary in such event, shall be paid to beneficiary in full, or in part, 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 to or incurred by grantor in such proceedings, shall be paid to beneficiary as applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereunder and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such satisfaction, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note and endorsement (in case of full reconveyances, for cancellation), without allocation of the liability of any person for the payment of the indebtedness, trustee (a) consent to the making of any map or plat of said property; (b) join

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. The person or persons who execute this deed shall be deemed to be the "person or persons" who grant in this conveyance, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above mentioned in this paragraph shall be not less than \$5.00. The beneficiary may at any

services mentioned in default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver, cause security to be obtained from a court having jurisdiction over the subject matter of the indebtedness hereby secured, regard upon the possession of said property or any part thereof, in its own name, to take such action as it may deem necessary or appropriate to collect the rents, issues and profits, including interest thereon, due and unpaid, and apply the same to the payment of the principal and interest due and unpaid, and the costs, expenses and charges 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 lre 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]

13. Alter the trustee has commenced foreclosure by advertisement or sale; and at any time prior to the date the trustee conducts the sale, the grantor or if her person so privileged by ORS 86.753, when due the default or defaults, if the default consists of a failure to pay, when due the default or defaults, by the trust deed, the default may be cured by such sums secured by the amount due at the time of the cure and other default that is capable of being cured had no default occurred in enforcing the performance required under the trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all obligations or debts incurred in enforcing the obligations of the trust deed and expenses of the attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided.

14. The power of sale shall be held on the date and at the time

14. Otherwise, the sale shall be held at the time to which said sale is place designated in the notice of sale. The trustee may sell said property either as to be postposed as provided by the law, or he may sell the same in parcels and shall sell the parcel or parcels in one parcel or in separate parcels as he may deem proper. The sale shall be by public auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law. The trustee shall deliver the property so sold, but without any covenant, warranty, express or implied. The recitals in the deed of any purchaser, excluding the trustee, but including the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all preexisting recorded liens subsequent to the interest of the trustee in the property, (4) to the interest of the grantor or his successors in the property, and (5) to the interest of the grantor or to his successor in interest entitled to the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. Beneficiary may from time to time appoint a trustee or trustees to administer the trust, and may from time to time appoint a trustee or trustees named herein or to any successor trustee or trustees to administer upon such appointment, and without limitation as to the number of trustees, the latter shall be vested with all the rights, powers and duties customarily vested in a trustee appointed hereunder. Each such appointment shall be made by written instrument executed by beneficiary and substituted shall be recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment, and shall be binding upon the trustee or trustees so appointed.

17. Trustee accepts this trust when this deed is acknowledged is made a public record as provided by law. Trustee 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 696.505 to 696.585.

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-Mess Form No. T319, or equivalent. If compliance with the Act is not required, disregard this notice.

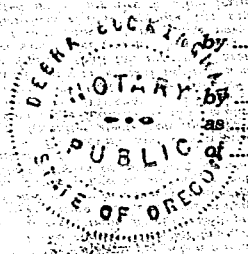
Dallas Henry Given
DALLAS HENRY GIVEN

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on January 16, 1992.

DALLAS HENRY GIVEN

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



Deena Lucking
Notary Public for Oregon

My commission expires 12-19-92

REQUEST FOR FULL RECONVEYANCE

TO:

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:

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-MESS LAW PUB. CO., PORTLAND, ORE.		COUNTY OF <u>Klamath</u> } ss.	
GRANTOR <u>DALLAS HENRY GIVEN</u>		I certify that the within instrument was received for record on the <u>21st</u> day of <u>Jan</u> , 19 <u>92</u> , at <u>10:04</u> o'clock <u>A.M.</u> , and recorded in book/reel/volume No. <u>M92</u> on page <u>1181</u> or as fee/file/instrument/microfilm/reception No. <u>40005</u> . Record of Mortgages of said County.	
BENEFICIARY <u>Evelyn Blehn</u>		Witness my hand and seal of County affixed.	
AFTER RECORDING RETURN TO Klamath First Federal S & L Collection Department 0000		Evelyn Blehn, County Clerk NAME By <u>Deena Lucking</u> Deputy TITLE	
Fee \$13.00		18621 DEED	