

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).

(5) Beneficiary may appoint a successor trustee at any time by filing for recording in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

(6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

(8) Should Trustor sell, convey, transfer or dispose of said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(10) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Note: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of said Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Grantor's consent.

(11) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(12) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date January 30, 1992
Signed, sealed and delivered in the presence of:

Witness

Witness

Ralph D. Lyon (SEAL)
Grantor-Borrower
Judith L. Lyon (SEAL)
Grantor-Borrower

County of Klamath

On this 30th day of January, 1992, personally appeared the above named Ralph D. Lyon and Judith L. Lyon and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

Judith L. Lyon
Notary Public for Oregon

My commission expires 7/33/93

REQUEST FOR FULL RECONVEYANCE

Dated _____

TO TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

Mail Reconveyance to:

By _____

By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

TRUST DEED

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ m., and recorded in book _____ on page _____ Record of Mortgage of said County.

Witness my hand and seal of County affixed.

By _____

Title

Deputy

EXHIBIT "A"

A parcel of land in the SE 1/4 SE 1/4 of Section 35, Township 40 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of Section 35 which is 208.71 feet West of the Southeast corner of said Section, said point of beginning also being the Southwest corner of 1 acre parcel conveyed to United States of America by Deed Volume 25 at Page 457; thence North along the West line of said parcel a distance of 208.71 feet, more or less, to the Northwest corner thereof; thence West parallel to the South line of Section 35 a distance of 4 chains 75 links (313.50 feet), more or less to a point on the Easterly line of parcel conveyed to Walter L. Wilson, et ux., by Deed Volume 299 at Page 414; thence Southerly and Easterly along the Easterly line of said parcel to the South line of Section 35; thence East along the South line of Section 35 a distance of 2 chains (132 feet), more or less to the point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of the Little Adams (D-1) Canal.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of Anderson Road.

CODE 18 MAP 4010-3500 TL 1700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 31st day
of Jan A.D., 19 92 at 10:54 o'clock A M., and duly recorded in Vol. M92
of Mortgages on Page 2112

Evelyn Biehn, County Clerk

By Darlene Mulholland

FEE \$18.00

Return: ATC