THIS TRUST DEED, made this 14th day of February.	, 19.92, between
as Grantor, SANTIAM ESCROW, INC., an Oregon corporation	, as Trustee, and
INVESTORS MORTGAGE CO., an Oregon corporation	

WITNESSETH:

.....

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

Lots 6, 7, 8, 9 and 10, Block 23, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, it not sooner paid, to be due and payable February 18 , 19 95

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.

To protect the security of this trust deed scattered.

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instr therein, 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 waste of said ply perty in good and workmanlike manne any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

Jo comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary with loss payable to the buildings now or hereafter erected on the said premises against loss or damage by lire and such other less than \$ LULL_LINSUTABLE_VALUE_, written in companies acceptable to the beneficiary with loss payable to the utleter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary with loss payable to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary; with loss payable to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary with procure any such insurance and to deliver said policies to the beneficiary and the advance of the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary; may require any order of the said and the charges that may be released to t

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 monies payable 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 or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst 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 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.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indobtedness, 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 allecting 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 recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereoi. Trustee's lees 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 the indebtedness hereby secured, entire upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as hence liciary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, 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 aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the trustees to foreclose by advertisement and sale, the beneficiary elects to foreclose by advertisement and sale, the beneficiary elects to foreclose by advertisement and sale, the beneficiary elects to foreclose by advertisement and sale, the beneficiary elects to foreclose by advertisement and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deep notice thereof as then required by law and proceed to foreclose this trust deep notice thereof as then required by law and proceed to foreclose this trust dead, in the manner provided in ORS 85.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor of any other persons op privilefied by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of the obligation or trust deed. In any case, in addition to curing the default obligation of the trust deed. In any cas

together with trustee's and attorney's tees not exceeding the amounts provided by law. 14. 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 postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee 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 matters of lact shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may 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 the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed. (3) to all persons thereof the power is the sample of the trust of the interest of the trustee in the trust deed as their interest may appear in the order of their proceity and (4) the surplus. If any, to the grantor or to his successor in incress entitled to such surplus.

15. Beneticiary may from time to time appoint a successor or successor to trustee and truste and truste deed to the trustee trustee and truste and trustee and trustee and trustee and trustee and trustee and trustee and the trust contents to the proposition thereof the proposition and (4) the complete trustee and trustee and the trust trustee and trustee

surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, 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, 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 lower 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 695.505 to 696.505.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-I ne grantor covenants and agrees to and with the beneficiary and those claiming direct that, the fully 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.

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 constraing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural.

TNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

ecured hereby, whether or the neuter, and the neuter, and the secured hereby whether or the secured includes the terminine and the neuter, and frantor has hereunted in WITNESS WHEREOF, said grantor has hereunted in WITNESS WHEREOF, said grantor has hereful or (b) is * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is a spelicable and the beneficiary is a creditor and the security of the	Michael W. Reilly Michael W. Reilly
not applicable; if warranty (c) is applicable; if warranty (c) is applicable; if warranty (c) is a such word is defined in the Truth-in-Lending Act and Regulation by making required as such word is defined in the Act and Regulation by making required to the surface of the sur	
STATE OF OREGON, County of This instrument was acknow Michael W. Reilly by	Klamath 1)ss. Fledged before me on falruary 14, 1992, Fledged before me on 19, 19, 19, 19, 19, 19, 19, 19, 19, 19,
by as	Warlesse Y. Alderigion Notary Public for Oregon My commission expires 3-22-73
	INAY COMMANDE

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

	and the second of the second o
	, Truste

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 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 (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of the you hereby are directed. 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

Beneficiar DATED:

Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be n

Do not lase or desiry		STATE OF OREGON, Ss. County of Klamath strument	$\ $
TRUST DEED	S. 11(5) AMERICA 144.	I certify that the 18th day	. 11
SYEVENS-NESS LAW PUB. CO. PORTE		ofo'clock P.M., and recorded	2
MICHAEL W. REILLY Grantor	SPACE RESERVED	page No. 4114.	.,
MORTGAGE CO.	RECORDER'S USE	Witness my hand and seal	of
Beneticiary		County affixed. Evelyr Biehn, County Cle	rk
AFTER RECORDING RETURN TO		Ro Daulene Muslen de la Depo	uty
INVESTORS MORTGAGE CO. P O Box 515 Stayton, OR 97383	Fee \$15.00		
Stayton, on	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		