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

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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 per terms 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.

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

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 property.

To complete or restore promptly and in good and workmaalike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

To comply with a lawe, ordinances, regulations, covenante, conditions and restrictions allecting said property; if the beneficiary so requests, to cial Code as the beneficiary may require and to pay for filing same in the by liling officers or searching agencies as may be deemed desirable by the following transport of the searches made beneficiary.

cial Code as the beneliciary may require and to pay for tiling same in the by liling officers or searching agencies as may be deemed desirable by the by liling officers or searching agencies as may be deemed desirable by the continuous of the same of the by liling officers or searching agencies as may be deemed desirable by the search of the said premises against loss or damage by lire an assume the fazards as the beneliciary may from time to time require, in companies acceptable to the beneliciary prom time to time require, in companies acceptable to the beneliciary from time to time require, in companies acceptable to the beneliciary prom time to time require, in companies acceptable to the beneliciary from time to time require, in companies acceptable to the beneliciary from the total control of the grantor shade shall be delivered to the loss payable to the latter in policies of insurance and the grantor shade shall be delivered to the loss payable to the latter of the grantor shade of the grantor shade of insurance of the beneliciary and promise to the beneliciary as least litteen days prior to the expire the beneliciary may provere the same of grantor's expense. The amount clary upon any indebtedness secured hereby from may be deemed or as option of beneliciary the desired payable to the providing any part thereof on any be released to grantor. Such application or release shall act done pursuant to such notice.

5. To keep any performed the grantor fail to make payment of any all against said property before any part of such targe, assessments and other thanks that may be levied or assessed upon or charges become past do red of default hereunder or invalidate any states, assessments and order thanks that may be levied or assessed upon or charges become past do red default and promption the grantor fail to make payment of any faxe, assessibly direct; payment or be providing beneficiary with turds with which to and the amount so paid, with grantor fail to make payment of the option of the control of the con

Trvalegy.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken right, if it right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require an expension of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and altorney's lees becausily paid or in such proceedings, shall be paid to beneficiary and such proceedings, shall be paid to be paid to be an expense of the state of the pay of the pay of the pay of the paid or incurred by beneficiary and altorney after the pay of the

it is the date, stated above, on which the final installment of said note of the date, stated above, on which the final installment of said note affecting this deed or the lien or charge abordination or other agreement affecting this deed or the lien or charge of the said of the convey, without warranty, all or any part of the property. The factor of the property of the property

together with trustee's and attorney's lees 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 one parcel or in separate parcels and shall sell parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying piled. The recitals in the deed of any matters of fact diall be conclusive proof the grantor and beneficiary, may prechase at the airc. The trustee that including the frustee, but including shall apply the proceeds also pursuant to the property of soid. The recitals in the deed of any matters of fact diall be conclusive proof the grantor and beneficiary, may purchase at the sale. Instead of the trustee such soils pursuant to the powers provided herein trustee cluding the compensation of the trustee and a reasonable charge by trustee's having recorded liens of the trustee and a reasonable charge by trustee's having recorded liens of the obligation secured by the trust deed, (3) to all persons deed as their interests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to his successor in mercest entitled to such

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

16. Beneficiary may from time to time appoint a successor or successor surplus, and the successor trustee appointed herein or to any successor trustee appointed herein the falter shall be vested without conveyance to the successor trustee appointed herein trustee, he falter shall be vested with filtle powers and during the conferred upon any trustee herein named or appointed hereinstrument executed by prointenant which when recorded in the mostfesse records of the county of conficiency, which the property is allusted, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and obligated to solving a party hereto of pending sais 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.

The Irust Deed Act provides that the trustee hereunder must be either an attorney, ings and loan association authorized to do business under the laws of Oregon or y of this state, its subsidiaries, affiliates, agents or branches, the United States or a attorney, who is an active member of the Oregon State Bar, a bank, trust company regon or the United States, a title insurance company authorized to insure title to real tales 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 except none

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 personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiary shall mean the holder and whenever the context so requires, the masculine 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 leminine 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. WARREN H. BYERS

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* IMPORTANY NOTICE: Delete, by lining out, whichever warranty (a) or (b) is in IMPORTANY NOTICE: Delete, by lining out, whichever warranty (a) is applicable and the beneficiary is a creditor.	
not applicable: " the Truth-In-Lending	
as such word to many with the Act and Regulation.	
as such word is defined in the Act and Regulation by maintain the Act and Regulation 30 industrial this purpose use Stevens-Ness Form No. 1319, or equivalent disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent.	3
beneficiary from the purpose use Stevens-Ness room disclosures; for this purpose use Stevens-Ness room this notice. If compliance with the Act is not required, disregard this notice.	-

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COMMISSION NO Y COMMISSION EXPINES	S MON. 10.				

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

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DATED: Beneficiary

or destroy this Trust Bood CR THE NOTE which it secures. Soil most be delivered to the trustee for concellation before

Do not lose or destroy this Trust Deed CE True No.	[] : [
TRUST DEED (FORM No. 281-1) STEVENS MESS LAW PUS. CO., PORTLAND, ORE.	pay of the A	STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 5th day of March, 19 92,
WARREN H. BYERS P.O. BOX 5188 KLAMATH FALLS OR 97601 Grantor JAMES R. DE BAUN, TRUSTEE	SPACE RESERVED FOR RECORDER'S USE	of
STUDIO CITY CA 91604 Beneficiary		Witness my Hand County affixed. Evelyn Biehn, County Clerk
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY	181 DE	Bo Center Mullender Deputy