

199.1..... between

as Trustee, and

WITNESSETH:

(ALSO KNOWN AS LOT 1B BLOCK 16, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SIX THOUSAN SIX HUNDRED SIXTY ONE AND 25/100 Dollars, with interest thereon according to the terms of a promissory

note of even date herewith, payable to PER TERMS OF NOTE, 19 ,
not sooner paid, to be due and payable on which the final installment of said note
the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is sold, agreed to be

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by the contractor, and to pay all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in the performance of his duties as trustee and attorney's

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including

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 to receive its share of any and all monies payable to the owner of said property.

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 full reconveyance, for cancellation), without affecting

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge

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 the court, take any action to enforce the adequacy of any security for

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance, shall not constitute a taking of property for any taking or damage of the

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the

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, or at any other person so privileged by ORS 86.753, may cure

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

place designated in the notice of sale. The 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

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, in-
cluding the cost of the trustee and a reasonable charge by trustee's

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder with or without conveyance to the successor.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not

(c) consent to the making of any map or plan of said property.

NOTES: 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 insurance company authorized to do business in Oregon, or a title insurance company authorized to insure title real estate in Oregon. ORS 406.505 to 406.585.

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.

THIS TRUST DEED SECURES A NOTE OF EVEN DATE.

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:

PURCHASE MONEY TRUST DEED

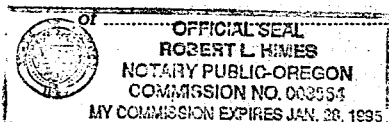
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Ellie M Evans
ELLIE M. EVANS

STATE OF OREGON, County of KLAMATH) ss.
This instrument was acknowledged before me on MAR 2, 1992,
by ELMER M. EVANS
This instrument was acknowledged before me on _____, 19____,
by _____
as _____



My commission expires 1/28/95 Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____ Trustee

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: 19.....

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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. 281)

STEVENS-NEES LAW FIRM CO. PORTLAND, ORE.

ELLIE M. EVANS
11665 N. CLEMENTS RD.
LINDEN, CA. 95236

Grantor

ROBERT WETHERN
Rural Rt. 2, Box 323R
Bonanza, Oregon 97623

Beneficiary

AFTER RECORDING RETURN TO

ROBERT WETHERN
Rural Rt. 2, Box 323R
Bonanza, Oregon 97623

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instrument was received for record on the 1st day of April, 1992, at 3:28 o'clock P.M., and recorded in book/reel/volume No. M92 on page 6870 or as fee/file/instrument/microfilm/reception No. 42948, Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk.....

By Cauline Mulendore Deputy

Fee \$15.00