THIS TRUST DEED, made this6thday of March					19 92 hotuson
Mark A. Mat	lick and Anne S. N	Matlick, Husba	nd and Wi	e	, 17, Detween
C					
as Grantor, Aspen. T	itle & Escrow, Inc	Ja	••••		, as Trustee, and
			band and V	life with ful	1
Rights of S	rvivorship	***************************************			
as Beneficiary,	awaters of the			+ + +	

WITNESSETH:

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

See Attached Exhibit "A"

ABORI DEED

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 connec-tion with said real estate.

th said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Thirty Three Thousand Five Hundred Seventy Three and 58/100-

not sooner paid, to be due and payable. At NATURITY Of 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 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, herein, shall become immediately due and payable.

herein, 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 property.

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

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneficiary so requests, to join in executing such thaneing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for time same in the proper public office or offices, any well as the cost of all lient surches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter receted on the said premises against loss or demonstrations.

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, beneticiary shall have the right, it it so elects, to require that all or any portion of the momies 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 beneticiary and applied by it tirst upon any reasonable costs and expenses and attorney's fees hoth in the trial and appliate courts, necessarily paid or incurred by beneticiary 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 indebtedness, 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 allocting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The state in any reconveyament warranty, all or any part of the property. The state in any reconveyament warranty, all or any part of the property. The state is the person or persons in the conclusive proof of the truthers of the recitals therein of any matters or lacts shall be conclusive proof of the truthers thereof. Truste's fees 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 and unitary and any property or any part thereof, in its or name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses 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 fire and other insurance policies or compensation or or awards for any taking or damage of the property, and the application or or awards for any taking or damage of the property, and the application or or awards for any taking or damage of the property, and the application or or awards for any taking or damage of the easence with respect to such appropriate any agreement hereunder, time being of the essence with respect to such appropriate property or mail to such any agreement hereunder, time being of the essence with respect to such appropriate property to sailly any average or fire cities that property is a mortise of default and the continuation of the cont

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 in one pareel 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 dead, nay part of the property so sold, but without any covenant or warranty, express or miglied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereod. 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 attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their procity and (4) the surplus, it any, to the grantor or to his successor in interest entitled to successor in interest entitled to such surplus.

surplus, it any, to the grantor 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 mortfage records of the county 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 lows 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 lawthe grantor covenants and agrees to and with the beneficiary and those claiming under him, to 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.

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, tamily or household purposes (see Important Notice below).

(b) for an organization, or (even it 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 teminine 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.

		elete, by lining ty (a) is appli	out, whichev	er warranty (a) or (b) is
os such we	in the same of	with the Ac	, dila man	NA 1319, OF	Bdotaman
disclosures;	for this purp	ose use Stevel	red, disregard	this notice.	
If complian	Ce Will Inc.	•=-	4.5		

	mess
Mark A. Matlick	and like
Stries	Mario
Anne S. Matlick	

30 CT	ATE OF OREGON,	County of Klamat was acknowledged be ick and Anne A. M	h fore me on	Ypril ?	7 <u>, 1992,</u>
nello.	This instrument Mark A. Matl This instrument	was acknowledged be ick and Anne A. M was acknowledged be	fore me on		, 19,
S NOTARY by	2			ndsa les)
PORE		My com	mission expires	7/23/9	iblic for Oregon
nine.			1		

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

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 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 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 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 (which are delivered to you 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 (which are delivered to you 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 (which are delivered to you 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 (which are delivered to you 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 (which are delivered to you have been fully payment to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you have been fully payment to you and trust deed to you have been fully payment to you and trust deed (which are delivered to you have been fully payment 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 TO: ..

15 m DATED:

Beneficiary

Do not loca or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation be

TRUST DEED		STATE OF OREGON, County of I certify that the within in was received for record on the	.19
STEVENS-NESS LAW PUB. CO., PORTLAND, DRE.	SPACE RESERVED FOR RECORDER'S USE	of	recorded on ile/instru-
Beneficiery AFTER RECORDING RETURN TO		County affixed.	Deputy
Aspen Title & Escrow, Inc. 525 Main Street Vlamath Falls, OR 97601	18.22 0.54	Ву	

EXHIBIT "A"

The NE 1/4 NE 1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Westerly right of way line of Summers Lane which lies South 0 degrees 10' East along the section line a distance of 983.9 feet and North 86 degrees 39' west a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; Continuing North of the Willamette Meridian, and running thence; Continuing North of the Willamette Meridian, and running thence; Continuing North of the West a distance of 275.4 feet to an iron pin; thence South 88 degrees distance of 78.4 feet to an iron pin; thence South 88 degrees distance of 78.4 feet to an iron pin on the Westerly 39' East a distance 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane, a West along the Westerly right of way line of Summers Lane, a distance of 78.4 feet, more or less, to the point of beginning.

CODE 41 MAP 3909-15AA TL 10500

STATE OF OREGO	N: COUNTY OF	KLAMATH: ss.		the	8th day
uiled for record at	700	en Title Co. 92 at 3:30	o'clock PM.,	and duly recorded in	Vol
ofApril	of	Mortgages	Evelyn Biehn	County Cler	lendere
			Ву	uline TYMI	K-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M-M
FEE \$20.00					