FORM No. 881-Oregon Trust Deed Series-TRUST DEED. ol<u>maa</u> Page **7863** ③ S 00 TRUST DEED 43480 as Grantor, ASPEN TITLE + E SCROW REDIVEST IN, A NOVADA CORPORATION as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Kcamatt County, Oregon, described as: PARCER 30, BLUCK 91, KLAMATH FALLS FOREST ETMIET, HIGHWAY 66, UNIT 4, KLAMATH COUNTY, OREGON

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 lixtures now or hereafter attached to or used in connec-

sum of Interest the purpose of SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX (RULLAN) Dollars, with interest thereon according to the terms of a promissory

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable. It is sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instruction, and become immediately due and payable.

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

1. To protect, preserve and mainfalm said property in good condition and repair; not to remove or depolish any building or impravement thereon; not to commit or permit any waste of said property; no good and workmanlike and the property in good and workmanlike and settored thereon; and with all laws, ordinances, regulations; covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such tinancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lien searches made by fitting officers or searching agencies as may be deemed desirable by the seneliciary.

4. To reviete and continuously maintain insurance on the buildings and such of the seneliciary and tenticiary and tenticiary and tenticiary and tenticiary and tenticiary and tenticiary and the total proper public office on the said premises against loss or damage by lire and such of the seneliciary with loss payable to the latter; all conficies of insurance shall be delivered to the beneficiary as soon as insured; in the grantor shall fail, or any reason to procure any such insurance and odiver said policies to the beneficiary at least lifteen days prior at the tire; and only policy of insurance now or hereafter placed and the continuously maintended to any policy of insurance now or hereafter placed and the continuously maintended to any policy of insurance now or hereafter placed and the continuously maintended to any policy of insurance now or hereafter placed and the continuously and the property upon any indebtedness see beneficiary the entire and to such notice.

1. To keep said premises live from the

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 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 less necessarily, paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lists upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary is 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

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (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 lacts shall be conclusive proof of the truthfulness thereof. Trusfee's lees for any of the Eservices mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own 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 those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including those past due and unpaid, and apply the same, less upon any indebtedness secured hereby, and in such order as beneficiary may defermine.

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.

12. Upon default by grantor in payment of any indebtedness secured hereby of the property of the ind

together with trustees and attorney's fees 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 properly either in one parcel or in separate parcels and shall sell the parcel or a parcels at auction to the highest bidder for cash, payable at the time of said parcels at auction to the highest bidder for cash, payable at the time of said parcels at auction to the purchase; its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or inplied. The recitals in the deed of any matters of lact shall be conclusive proof of 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 expectes 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 person having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus.

16. Beneliciary may from time to time appoint a successor or successor is any toute area.

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

16. Beneticiary may from time to time appoint a successor or successor to any trustee named herein ore to any successor trustee appointed herein ore to any successor trustee appointed herein ore to any successor trustee. The latter shall be vested with all title, powers and duties conferred trustee, the latter shall be wested appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trusteed, 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 granter, 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 law-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.

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The grantor warrants that the proceeds of	the loan represented b	y the above described	note and this to	ust deed are:	
(a)* primarily for grantor's personal, famil (b) for an organization, or (even it granto	y or nousenoid purpos or is a natural person)) are for business or co	mmercial purp	oses.	
This deed applies to, inures to the benefit		***			cutors.
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sonal representatives, successors and assigns. I ured hereby, whether or not named as a benefi ider includes the feminine and the neuter, and i	iciary herein. In const	ruing this deed and wh	enever the con	rext so requires, the ma	isCUIIN O
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RIVERSIDE COUNTY	REQUEST FOR FULL	L RECONVEYANCE			
My Commission Expires October 26, 1993	To be used only when ob	ligations have been paid.			
	Tourston				
	, Trustee				
The undersigned is the legal owner and I	rolder of all indebtedn	ness secured by the to	regoing trust o	leed. All sums secured	l by said
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