as Trustee, and as Grantor, Aspen Title Company Cecil James and Mildred James, Husband & Wife with right of survivorship

as Beneficiary,

44655

WITNESSETH:

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

> See Exhibit "A" and by this refference incorporated herein.

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 prolits thereof and all fixtures now or hereafter attached to or used in connec-

tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty Two Thousand Six Hundred & No/100

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if , 19.96

not sooner paid, to be due and payable May 11, ,1996. 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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be 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.

petitic court smit aujouge reactions to the interface of the construct appeal. It is mutually agreed that: M. In the event that any portion or all of said property shall be taken under the tight of emisent domain or condemnation, beneficiary shall have the as compensation for such taking. A postion or all of said property shall be taken under the tight of emisent domain or condemnation, beneficiary shall have the as compensation for such taking, whereas and alterney's fees necessarily poid of to pay all reasonable costs, expressed and expresses and the amount required applied by it fust upon and remerchings, shall be paid to beneficiary and applied by it fust upon and the balance applied upon the indebtedness ficiary in such provide at the balance applied upon the indebtedness secured hereby; and framement as shall be necessarily noblaining such com-pensation, yr approxime and line merchistry request. Pensation of this here and presentation of this deed and the note for endors beneficiary if 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) pain in amy subordination or other adreement attecting this died or the her or charge thereol; (d) reconvey, without warranty, all or any part of the property. The frances in any reconveyance may be described as the "prevance prevance prevance prevance of the related there of any matters of the property of the truthfulness thereof. Turstee so takes that be conclusive proof of the truthfulness thereof. Turstee so takes that be conclusive proof of the truthfulness thereof. Turstee so takes that be conclusive proof of the truthfulness thereof. Turstee so takes the property of the statistical thereof, and the view of the source of the statistical thereof. Turstee so that the source of the source of the statistical thereof, and the source of t

where any default or notice of default hereunder or multilate and 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 sessence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In the event remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to fund cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the unstee has commenced foreclose this trust deed such and at any time prior to 5 days behave the due the trustee conducts the sale, and at any time prior to 5 days behave the date the trustee conducts the sums secured by the default constst of a failure to pay, when due the default or defaults. If the default on such portion as we the entire amount due at the time of the cure other than such portion as we due the default or defaults. If the default now the default that is capable of being cured may be cured by tendering the performance required under the behave the default constst of a failure to pay, when due the default or defaults. The default constst of a failure to pay, when due the default or default occurred. Any other default that is capable of being cured may be cared by tendering the performance required under the behave and the time of the cure other

and expense actuary means and atomy's less not exceeding the amounts provided together with trustees and atomy's less 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 sud sale may be postponed as provided by law. The trustee may will said projertive either in one parcel or in separate parcels and shall sail the parcel or parcels at auction to the highest bidder for cash, pavable at the time state. Trustee shall deliver to the purchaser its deed in form as required by have conveying the property so sold, but without any corenant or warrants, suppose or im-plied. The recitals in the deed of any matters of Lat shall be conclusive provid of the truthuliness thereol. Any person, excluding the trustee, but including the frantor 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, in cluding the compensation of the trustee and a trassnable charge by trusters attorney. (2) to the obligation secured by the trust deed, (3) to all prisons having recorded lines subsequent to the interest of the trustee in the trust shall apply, the proceeds of the trust event of the trustee of the trustee attorney. (2) to the obligation secured by the trust prison and (4) the surplus, if any, to the drantor or to bis successor in interest entitied to such surplus. The Beneficiary may hum time for turn duration of (4) the surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. To Beneticiary may from time to time appoint a success research to any finite named herein a to any successor truster appointed here under. Upon such appointment, and without conversive to the success truster, the latter shall be made a appointed here and any so content of upon any trustee herein made to appointed hereards. Such such as appointment and substitution shall be moder appointed hereards. Such such as appointment and substitution shall be more a appointed hereards. Such such appointment and substitution shall be more appointed hereards. Such such appointment and substitution shall be more appointed hereards at the counts or countes en which, when recorded in the more appointed in the success of the counts or countes en which, the property is situated, shall be conclusive proved of proper appointment of the successor trusters. This trust when this doud, duly executed and acknowledged is immade a public record as provided by law. Truster 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 truster shall be a party unless such action or proceeding is brought by truster.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregan State Bar, is bark, this statis-or socials and lean association authorized to do business under the laws of Oregan or the United States, in stille insurance company authorized to invest the to man property of this state, its subsidiaries, attiliates, agents or branches, the United States or only agency thereof, or an escow agent licensed under OSS 656.205 to 672 Loss.

10140 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 theretoland 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 granter's personal, tabily or household purposes (see supprised interesting and a purposes), (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 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. Jefferson State, Inc. * 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. Tit Velli Mary BayFitle Dec. STATE OF OREGON, County ofKlamath..... ...) ss. .by This instrument was acknowledged before me on May 8, 19.92., by Phil F. Barry and Mary G. Barry as President and Secretary of JEFFERSON STATE, INC. Ę Yandseller) c_{2} andra. Notary Public for Oregon 01-05 My commission expires7/23/93..... REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. , Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: 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:

Beneficiary

will be made.

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

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STATE OF OREGON, County of

EXHIBIT "A"

PARCEL 1:

The Easterly 199.7 feet of Lots 1 and 2, Block 6, THIRD ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion conveyed to Raymond and Jennett Schiffman, which portion is described as follows:

Beginning at the Northeast corner of Lot 1, Block 6, THIRD ADDITION TO ALTAMONT ACRES; thence South 0 degrees 09' East along the East line of Lots 1 and 2, a distance of 238.9 feet to the Southeast corner of Lot 2 of said Block 6; thence South 89 degrees 38' West along the South line of said Lot 2, a distance of 99.7 feet; thence North 0 degrees 09' West a distance of 158.9 feet; thence South 89 degrees 38' West a distance of 19.0 feet; thence North 0 degrees 09' West a distance of 80 feet to the North line of said Lot 1; thence North 89 degrees 38' East, a distance of 118.7 feet to the point of beginning, being a portion of Lots 1 and 2, Block 6, THIRD ADDITION TO ALTAMONT ACRES.

CODE 41 MAP 3909-10CA TL 200

PARCEL 2:

A portion of Lot 2, Block 6, THIRD ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the East line of Lot 2, Block 6, THIRD ADDITION TO ALTAMONT ACRES, which lies 150.9 feet South of Northeast corner of Lot 1 of said Block 6; thence continuing South on the East line of said Lot 2, a distance of 88 feet, more or less, to the Southeast corner of said Lot 2; thence West along the South line of said Lot 2 a distance of 99.7 feet to a point; thence North and parallel to the East line of said Lot 2 a distance of 88 feet to a point; thence East and parallel to the South line of said Lot 2 a distance of 99.7 feet to the point of beginning.

CODE 41 MAP 3909-10CA TL 400

STATE OF OREGON: COUNTY OF KLAMATH: ss.