A ACAC			
LARRY MERUST PEED NO	de this ene me dantel	May -, of HUSBAND AND WIF	E 9,2 <sub>between</sub>
ASPEN TITLE	···w····enerererererit		, as Trustee, and

as Beneficiary.

as GARGARET I. TOBIN

WITNESSETH:

Granter irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property KLAMAIN in Cot 21, Block 3, RIVERVIEW, in the County of Klamath, State of Oregon.

TL 3909-5CD CODE 4 MAP

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

FIFTEEN THOUSAND FIVE HUNDRED AND NO/100,

\$15,500.00

\$15,500.00

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 not sooner paid, to be due and payable at maturity 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, 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.

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 therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; if the beneficial or orquests, to principle of the control of the property of the property

tions and restrictions allecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for lifting same in the proper public office or ottices, as well as the cost of all lien searches 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 release received on the said premises against loss or damage by lire and such other hazards as the cost of the said premises against loss or damage by lire and such other hazards as the cost of the said premises against loss or damage by lire and such other hazards as the cost of the said premises against loss or damage by lire and such other hazards as the cost of the said life of the companies acceptable to the beneficiary and property of the said interest of the said life of the said premises against loss or damage by lire of the grant of the said life of the said policies of the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary in the said filtern days prior to the expirit, the beneficiary and procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by a such as the procure of the said and the s

H 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 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 proceedinds, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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 mecsary 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 leer 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 affecting this deed or the lien or charge thereof; (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 thereof," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee'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 regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the tents, 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, 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 awards for any taking or damage of the property, and the application or release thereof as aforesaid, 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 or in his performance of any agreement of any indebtedness secured hereby or in his performance of any agreement of any indebtedness secured hereby or in his performance of any agreement hereunder. time being of the

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 or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary and selected and sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums accured hereby immediately due and payable. In such any declare all sums accured hereby immediately due and payable. In such any declare all sums accured hereby immediately due and payable. In such any declare all sums accured hereby different and sale, or may direct the trustee to bursue any other right or remedy, either at law or in equity, which the beneficiary effects to foreclose by advertisement and sale, the beneficiary or the beneficiary effects to foreclose by advertisement witten notice of default and his election to self to find the such control of the sum of the s

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 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 shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereof. Any purchase at the sale, the sale is the sale shall be conclusive proof of the truthulness thereof. Any purchase at the sale, the sale shall apply the proceeds of sale to provided herein, (tustee shall apply the proceeds of sale to provide the compensation sale to provide and a reasonable charge by trustee sattorney. Confident of the subsequent to the interest of the trustee in the trust deed it is 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. Beneficiary may from time to time appoint a successor of successors to so the sors to any trustee named herein to time appoint a successor of successors to successors to me trustee named herein the time deed to the proof of the such surplus.

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

16. Beneficiary may from time to time appoint a successor successors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conterted upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, when recorded in the mortfage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Successor trustees are the successor that the successor is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Successor trustees are the successor that the successor trustees are the successor trustees.

16. Successor trustees are the successor trust when this deed, duly executed and 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.

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 and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to really of this state, its subsciences, athiliates, agents or branches, the United States or any agency thereof, or on escribe agent licensed under ORS 686.503 to 696.505.

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.

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

secured hereby, whether or not named as a beneficiary herein. In const gender includes the feminine and the neuter, and the singular number in	ruing this deed and whenever the context so requires, the masculine acludes the plural.
IN WITNESS WHEREOF, said grantor has hereun	to 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.	DARLENE MC DANTEL
This instrument was acknow	KLAMATH )ss.  Medged before me on 7) ay, (c 1998)  DARLENE MC DANIEL  Medged before me on , 19
500000	Yandıq Handon (Cc.) Notary Public for Orego My commission expires
REQUEST FOR FULL To be used only when obl	t reconveyance ligations have been paid.

. ...., Trustee TO: 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:

De not lose or destrey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneticiary

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.  Granfor	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON,  County ofKlamath
Beneficiary		Witness my hand and seal of County affixed.
ASPENTATE & EXCILORATION		Evelyn Biehn, County Clerk
Klamath FAIIS, CR CALOL	Foo \$15 00	By Parities Dieser Add Deputy