TRUST DEED

Volume Page 11227

THIS TRUST DEED, made this ... EVAN THOMPSON DBA FT. CREEK RESORT

22 day of May 19.92 , between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY WILLIAM H. GRUND

, as Trustee, and

as Beneficiary.

-7

WITNESSETH:

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

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywere now or hereafter appertaining, and the cents, 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 granter herein contained and payment of the

THIRTY EIGHT THOUSAND AND NO / 100ths***

Dollars, with interest thereon according to the terms of a promisers. note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest beteef, it

Intern, shall become trimediately due and payable.

To protect the security of this triest deed, granter agrees:

I To protect, precise and martin and proporty in good condition
and repair, it to termosy of denoths any leading of improvement thereof
bet recomplise to privace as an reading of improvement thereof
is to complise or reture promptly and in Seed and workmander
manner any building or improvement which may be constincted, diministed
destroyed thereof, and pay when the all costs instituted therefor,
the comply with all has, ordinates, togethers, coverants conditions and for comply with all has, ordinates, togethers, coverants conditions and all the sent times and property if the benchmary is request, so
tail Code as the benchmary statements pursuant to the fluidour Commitail Code as the benchmary and require and to pay for thing same in the
proper public office or other as well as the vect of all len varieties made
beneficiary.

nan in executing such timinent, statements pure and to the United Same in the relief as the healter in most regime and to pay for thing same in the relief state of the second all lens state he made by thing others or searching agencies as may be desired desirable by the Volume of searching agencies as may be desired desirable by the Volume of provide and continuously maniform management the halden row or theredge verted on the said prime exaction to see a damage by the new or the state of the healters with the search and the other healters and not other healters as the healters with the speaklet of the maniform of an amount not less than \$\frac{\pmathbf{F}}{2}\text{ULLIFE} \text{ULLIFE} \text{

It is naturally agreed that:

8. In the event that any particular of all elements shall be taken under the right of imment domain or so humanion beneficiary shall have the tight, if it is clote, to require that all or any pertiruled the means payable is compensation for such taking which are neverses the amount required to pay all reasonable costs, expenses and attenties is he necessarily paid or insured by scanton in such proceedings shall be paid to be netternly and applied by it first upon any reasonable costs, and expenses and attenties which me trial and applied would never all expenses and attenties to be including a proceeding, and the balance applied upon the indibitalities secured healty, and granton affects at it cost expense, to take such a close secured healty, and granton affects at it cost expense, to take such a close and execute such instruments as shall be necessary in obtaining such conjection, promptly upon beneficiary a request.

9. At any time and from time to time upon written request of brue liciary, parment of its less and presentation of this deed and the risk for endostance in the second of hall reconvenience, for cancellation), without attenting the liability of any person for the payment of the neb between, (b) join in

itenating any casement or creature any restriction therein is an administration of other accounts aftermise the design rate for the convex, without warrants all or any part of the restrictive for temperature in any reconvex without warrants all or any part of the restrictive for temperature in any reconvex me may be deal of the first form of the restriction of the truthering their in the restriction for the continuous proof of the truthering short in the restriction mentioned in this paragraph what he not less than 28.

10. Upon any detail the restriction hereigned is honotrous may at any time without matrix, orther in person, by accounts to a receiver that at time without matrix, orther in person, by accounts to a receiver they are the midelitedness hereby securely strong and the algebra of any very test the midelitedness hereby securely strong and the algebra of the strong warrant of the receiver of the creation of the strong and report is the strong and the angle of the creation of the strong and any account of the creation of the strong and report is a few means that the continuous means that the creation of the strong and the angle of the strong and the angle of the strong and the strong and the angle attention of case of the strong and a strong and the angle attention of case of the strong and a strong and the angle attention of case of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle attention of the angle of the strong and the angle of the stro

some an default of notice of death trievalility and distributed of a sixth control parameter to such indice set 1.1.

12. Upon default by framous in payment of any indebtedness occurs? hereby or in his performance of any acreement his number, time home, if the essence with respect to much payment and/or performance, the boundary mass delater all summer to much payment and/or performance, the boundary his delater all summer to make a more performance, the local payment. In such an exact the boundary of the delater all summer to the delater all summer to set the delater all summer to the control of the first death is controlled in a set more and sale, or may direct the trieval of trievals at these triefs and the set right extends, which the homelocal made have In the event the boundary chees to tour loss the advertisement and the featurest and can be delated and the feature of the latest and has been one of the controlled by the sale of the summer to the set of the delater of the delater of the second his section to self the said developed to develop the trief delate and his election to self the said developed to develop to the feature of the second of the second her trief delated and his decrease of the required his law and proceed to forcebook the trief decrease of the delate to the trief decrease of the delate of the delate to the sale the stantor or any other person so provide all by OKS 85.75, may exceed the delate or delate the trief decrease of the delate of the trief death of the delate trief to a would not then be due had no default occurred. Any other delate that is capable of being carried by the trief dead to controll have the person and the substitution or trief the delate to the cure of the trief death of the his either than the payment the obligation of trief deed. In any case, in addition to curing the default of the number of the cure of the amount due at the time of the cure of the trief death of the delate the person and the order of the delate that is capable of being curing the edition of the

together with trustees and attorneys bees not exceeding the anomals provided by law.

14. Otherwise, the sale shall be held in the date and at the time and place designated in the induced of sale in the state of the time to weight and sale may be postported as provided by law. The trusteer may well and properly other more parcel or in separate parties and shall self the parcel or travel at another to the highest holder for each, payable at the time of sale. The testal deliver to the purchase its deed in form as required by law sensitivity the property so sold, but without any exception of warranty expresses at majoried. The rectals in the deed of any matters of last shall be sensitive provided the truthfulness thereof. Any person excluding the fraction in the deed of the sale is the sale of the process of the sale of the process of the sale of the process of sale to parameter of the exception of the process of sale to parameter of the exception of the sale.

15. When trustee sells put man to the powers provided herein trustees shall uply the processes of sale to parameter of the exception of the challenge of the exception of the sale of the

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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 except Trust Deed recorded August 31, 1989, in Volume M89, page 16408, Microfilm Records of Klamath County, Oregon in favor of Elizabeth Wood, as Beneficiary

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.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is

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 contracting this deed and whenever the context so requires, the masculine gender includes the leminine 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.

of applicable; it warranty (a) is applicable and the beneficiary is a creditor is such word is defined in the Truth-in-Lending Act and Regulation Z, the eneficiary MUST comply with the Act and Regulation by making required isclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent, compliance with the Act is not required, disregard this notice.	EVAN THORPSON		
STATE OF OREGON, County of	Klamath)ss. Sedged before me on May 2-3 , 1992 ,		
	eaged before me on the control of th		
This instrument was acknowle	ledged before me on		
Property of the Control of the Contr			
KRISTI L. REDD	Truste J. Kedd		
COMMISSION NO. 010431 MY COMMISSION EXPIRES NOV. 16, 1995	Notary Public for Oregor		
The market and the state of the	My commission expires/1/1.4.2.f. T. sec		

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

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.

Beneficiary

destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made

TRUST DEED (FORM No. 881) STEVEN FRESS LAW PUB CON PROTECTION OFFE EVAN THOMPSON 469 AALBORG WAY	SPACE RESERVED FOR HLCORDER'S USE	STATE OF OREGON, County of
COLVANG, CA 93463 Grantor WILLIAM H. GRUND CHILOQUIN, OR 97624		
Beneficiary AFTER RECORDING RETURN TO OUNTAIN TITLE COMPANY		Witness my hand and seal of County affixed.
DE KLAMATH COUNTY		NAME TITLE
		By Deputy

MTC NO 27600

LEGAL DESCRIPTION

All that portion of the W 1/2 of the SW1/4, the S1/2 of the SW1/4 of the RW1/4 and the S1/2 of the N1/2 of the SW1/4 of the NW1/4 of Section 26, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, which lies East of the Dalles-California Highway (old location).

EXCEPTING a parcel of land heretofore conveyed to the State of Oregon by deed recorded in Deed Volume 111 at page 21, Records of Klamath County, Oregon.

TOGEHTER WITH a 1972 BANIB HT, Oregon License #X 65655, and Serial #B36421S1007 which is situate on the real property described herein.

STATE OF OREGON: COUNTY OF KLAN	MATH: ss.		
Filed for record at request of	Mountain Titel Co.	the 22nd	day
of May A.D., 19 92	2 at 4:29 o'clock P.M., and	d duly recorded in Vol. <u>M92</u>	
of	Mortgages on Page _11		
	Evelyn <u>B</u> iehn	 County Clerk 	
ppp \$20.00	$\mathbf{p}_{\mathbf{v}} = (\mathbf{c}) \cdot \mathbf{c}$	Control of the Contro	