

TRUST DEED

19...9.2., between

as Trustee, and

.....

WITNESSETH:

WITNESSETH:

Exhibit A & B attached

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein.

Sixty-five Thousand and NO/100 Dollars with interest thereon accor

May 10, 2002

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or

4. To provide and continuously maintain insurance on the buildings against loss or damage by fire

done pursuant to such notice.

...pay all costs, fees and expenses of this trust including the cost of the trustee incurred

7. To appear in and defend any action or proceeding purporting to

It is mutually agreed that:

It is mutually agreed that:

At any time and from time to time upon written request of beneficiary and the note for

4. Granting any easement or creating any restriction thereon; (c) join in any

10. Upon any default by grantor hereunder, beneficiary may at any

11. The entering upon and taking possession of said property, the

12. Upon default by grantor in payment of any indebtedness secured

13. After the trustee has commenced foreclosure by advertisement and

14. Otherwise, the sale shall be held on the date and at the time and

of the truthfulness thereof. Any person, excluding the trustee, but not including the grantor and beneficiary, may purchase at the sale.

16 Beneficiary may from time to time appoint a successor or successors; trustee appointed here-

17. Trustee accepts this trust when this deed, duly executed and

(a) consent to the making of any map or plat of said property; (2) ;

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of 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 lawfully 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 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.

* 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.

Esther Eileen Hyde
Esther Eileen Hyde

STATE OF OREGON, County of Klamath) ss.

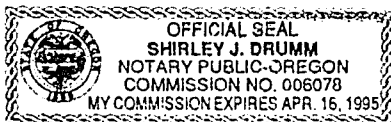
This instrument was acknowledged before me on _____, 19__92__,
by Esther Eileen Hyde

This instrument was acknowledged before me on June 18, _____, 1992__,

by Esther Eileen Hyde

as _____

of _____



Shirley J. Drumm
Notary Public for Oregon
My commission expires April 16, 1995

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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: _____, 19__.

Beneficiary

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

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Esther Eileen Hyde

Grantor

Charles H. Pankey

Beneficiary

AFTER RECORDING RETURN TO

CHARLES H. PANKEY
8845 VOLTA Rd
WILTON CA 95693

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

A parcel of land situate in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20), Township Twenty-eight (28) South, Range Eight (8) East of the Willamette Meridian, more particularly described as follows: Beginning at the quarter section corner common to Sections 19 and 20, Township 28 South, Range 8 E.W.M., thence North 89°46' East, along the north line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 316 feet to the True Point of Beginning of this description, said point being located on the southeasterly line of the right of way of U.S. Highway 97; thence, from said True Point of Beginning North 89°46' East, continuing along the north line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 223 feet; thence South 16°53' West 300 feet; thence South 89°46' West 223 feet to a point on the southeasterly line of said Highway 97; thence North 16°53' East, along said southeasterly right of way line, a distance of 300 feet to the True Point of Beginning, and containing 1.48 acres, more or less.

PARCEL ONE

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which point is south along the Section line, 1667.8 feet and East 491.6 feet from the Section corner common to Sections 17, 18, 19 and 20 Township 28 South Range 8 East of the Willamette Meridian; thence North $16^{\circ}53'30''$ East along the Easterly right of way line of said highway 100 feet; thence South $76^{\circ}6'30''$ East 150 feet; thence South $16^{\circ}53'30''$ West, parallel to said right of way line 100 feet, thence North $73^{\circ}6'30''$ West 150 feet, more or less to point of beginning, being a portion of the $W\frac{1}{4}NW\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian,

SAVE AND EXCEPTING that part conveyed to the State of Oregon by deed recorded June 25, 1954 in Deed Book 267 at page 484.

PARCEL TWO

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which point bears South along the Section line, 1667.8 feet and East 491.6 feet from the Section corner common to Sections 17, 18, 19 and 20, Township 28 south, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South $16^{\circ}53'30''$ West along the Easterly right of way line of said highway, 100 feet; thence South $73^{\circ}06'30''$ East 150 feet; thence North $16^{\circ}53'30''$ East, parallel to the highway 100 feet; thence North $73^{\circ}06'30''$ West, 150 feet to the point of beginning; being a portion of the $W\frac{1}{4}NW\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Esther E. Hyde the 18th day of June A.D., 19 92 at 1:59 o'clock PM., and duly recorded in Vol. M92 of Mortgages on Page 13480.

FEE \$25.00

Evelyn Biehn County Clerk
By Sandra J. Biehn

EXHIBIT B