THIS TRUST DEED, made this 13TH day of JULY 1992, between

LYLE T. WINTERHALDER & RICKY K. WINTERHALDER, HUSBAND & WIFE as Grantor, ASPEN TITLE & ESCROW COMPANY, INC. , as Trustee, and

ROBERT V. WETHERN, SR.

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

LOT 14, BLOCK 127, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT PLAT 4

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

sum of THREE THOUSAND, THREE HUNDRED & NO/100

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 Der terms of note the date, stated above, on which the final installment of said note

The date of maturity of the debt setured 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.

sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary of them, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

nerein, 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, of the said property if the beneficiary so requests, conditions and restrictions altecting said property: if the beneficiary so requests, to request, or in the receiving such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, 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 building property in the seasure of t

cial Code as the beneliciary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by liting officers or searching agencies as may be deemed desirable by the beneliciary.

To provide and continuously maintain insurance on the buildings now or hereafter exceted on the said premises against loss or damage by fire and such other hazards as the beneliciary may from time to time require, in amount not less than \$\$\$ companies acceptable to the beneliciary, with loss payable to the latter; all opposition of insurance shall be delivered to the beneliciary as soon as insured; of the grantor shall lail for any reason to proceeding such insurance and to it the grantor shall lail for any reason to proceeding to any prior to the expiration of any policy of insurance now or heretiter placed on said buildings, the beneliciary any procure the same at teastor's expense. The amount collected under any lire or other insurance policy may be applied by beneficiary under the reason to proceed any part thereof, may be refersated to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all tares, assessments and other carges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other carges that may be levied or assessed upon or darges become past due of delinquent and promptly deliver receipts therefor tharges become past due of delinquent and promptly deliver receipts therefor tharges become past due of delinquent and promptly deliver receipts therefor tharges become past due of delinquent and promptly deliver receipts therefor tharges become past due of delinquent and promptly deliver receipts therefor tharges become past due of delinquent and promptly deliver receipts therefore the security in the proposition of the default of the deliver of t

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 of eminent domain or condemnation, beneficiary shall have the right is to selects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required no pay all reasonable costs, expenses and attorney's tees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary all possible to the proceedings, and the balance applied upon the indebtedness ficiary 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 necessary in obtaining such compensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary's request.

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granting any easement or creating any restriction thereon; (c) join in any subordination or other afterement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grante in any reconveyance may be described as the "person or persons legally entitled thereto." and the recitals there not any matters or lacts shall be conclusive proad of the truthfulmess thereof. Truster's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault 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 less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, 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 altoreaid, 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 to the property time heins of the

waive any default or notice of default hereoff as altoreaid, shall not cure of 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 may addition and payable. In such an devent the beneficiary at his election may proceed to toreclose this trust deed event the beneficiary at his election may proceed to toreclose this trust deed by in equity as a mostgage or direct the trustees to pursue any other right or advertisement and sale, or may direct the trustees to pursue any other right or remedy, either at law or in equity, which the beneficiary elects to foreclose by advertisement and sale, or may direct the trustees to pursue any other right or active the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the trustees by advertisement and sale estoin to sell the said direct shall lix the time and place of sale, give notice thereof as then required direct shall lix the time and place of sale, give notice thereof as then required sale and proceed to foreclose this trust deal sale, and at any time prio of S days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.751, may the sums secured by trust died, the delault consists of a failure to pay, when die, the default or defaults. It the delault consists of a failure to pay, when die, the failure of the cure of the remains of the portion of the default or trust deed. In any case, in addition to curing the default of the default or obligation or trust deed. In any case, in addition to curing the default of the default on the process actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the am

together with trustees 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 one parcel or parcels and shall sell the parcel or parcels are not parcel or parcels and shall sell the parcel or parcels aution to the highest bidder for cash, payable at the me of sale. Trustee shall deliver the purchaser its deed in form as required by law conveying the property os sold, but without any coverant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the trustealism thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

**Shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonable charge by trustees attorny. (2) to the obligation secured by the trust deed, (3) foull person having the confidence of the subsequent to the interest of the trustee and the trustee and a treasonable charge by trustees the confidence of the subsequent to the interest of the trustee of their provided in the trustee and a treasonable charge by trustees attorny. (3) to the obligation secured by the trust deed, (3) foull person having the confidence of the providence of the subsequent of the underst of the trustee and the trustee on the trustee and any to the granter of the trustee of their providence of the surface.

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

16. Beneliciary may from time to time appearst a successor or 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 without conveyance to the successor trustee, the latter shall be vested without conveyance to the successor trustee herein named of appointed hereunder. Each such appointment and substitution shall be made be written instrument executed by beneticary which the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and acknowledged is made apublic 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 grantor, 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 laws of Oregon or the United States, a title insulance company authorized to insure tale to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrew agent licensed under ORS 698.505 to 696.595.

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.

THIS TRUST DEED SECURES A NOTE OF EVEN DATE.

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The grantor warrants that the proceeds of the loan	represented by the above descri	bed note and this trust deed are:	
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nal representatives, successors are a beneficiary hed hereby, whether or not named as a beneficiary he rincludes the feminine and the neuter, and the singuIN WITNESS WHEREOF, said grantor	and he hand	the day and year first above written.	
IN WITNESS WHEREOF, said granter	nas nereumo so	JUITELELLE ET. WINTERHALDER	II
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