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TRUST DEED

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Aspen Title and Escrow Inc. ., as Trustee, and as Grantor, Aspen Title and Escrow Inc. ..., as Trust Lynn G Westwood and Lisa Rae Westwood as husband and wife, with full rights of survivorship.

as Beneficiary.

WITNESSETH:

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

Klamath Falls Forest Estates Sycan Unit, The N2W2 of Lot 18, Block 5

INCEL DEED

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 Forty One Hundred and 00/xx-

-(\$4,100.00) ollars, 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 hereot, if not sooner paid, to be due and payable Per Terms of Note of Even Date.

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 therein, shall become immediately due and payable. herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the grantor without litist then, at the beneticiary's option, all obligations secured by this instruction, and 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 denoilsh any building or improvement thereon; not to commit or permit any waste of said property in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyer. To complete improvement which may be constructed, damaged or destroyer. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary 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 illing officers or searching agencies as may be detented desirable by the beneliciary.

4. To rovide and continuously maintain insurance on the buildings and such other hazards as the peneliciary may from time to time require, in anomanica exceptable to the beneliciary, with loss payable to the batter; all policies of insurance shall be delivered to the beneliciary as soon as insured; if the grantor shall lail or any reason to procure any such insurance and to deliver said policies to the beneliciary at least lifteen days prior to the expirition of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expensive my default or notice of default hereunder or invalidate any not therefore, and the relationship to the property before any part of such rotes.

5. To keep said premises free from construction liens and to pay all the grantor all in survance or insurance porticiary with line of the payable of the property before any part of such taxes, assessments and other c

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, il 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 lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's expenses in the trial and appellate courts, necessarily paid or incurred by the proceedings, and the balance applied upon the includence 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.

9. At any time and from time upon written request of beneficiary, apprient of its teen anonexentation of this deed and the note for endorsement (in case of last the area of 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; (e) join in any subordination or other agreement allecting 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 first on any part of the property. The grantee in any reconveyance may the exitals therein of any matters or facts shall be conclusive proof of the rectals therein of any matters or facts shall be conclusive proof of the rectal three of the strain \$5.

10. Upon any detail by grantor hereunder, beneficiary may at any time without notice, eliharith by grantor hereunder, beneficiary may at any time without notice, eliharith preson, by agent or by a receiver to be appointed by a court, and secured, enter upon and take possession of said property or any parts thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs, an onespenses of operation and collection, including reasonable attorney's leeapon 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 fire and other naturance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresial, shall not cure or wrive any delault or notice of default hereunder of invalidate any act done pursuant to such notice.

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 brieficiary may declare all sums secured hereby immediately due and payle, in such any declare all sums secured hereby immediately due and payle in such any declare all sums secured hereby immediately due and payle. In such any declare all sums secured hereby immediately due and payle in such in such a declared to be a sum of the payle of the sum of the

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 self 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 profiled. The recitals in the deed of any matters of lact shall be conclusive profiled. The recitals in the deed of any matters of lact shall be conclusive profiled. The trustee better. Any purchase at the sale, trustee in the trustee, but including the grantor and beneficiary, may purchase at the sale, provided herein, trustee shall apply the proceeds of sale to payament of the expresse of sale, in-cluding the compensation of the trustee and the resonable charge by trustee's attorney. (2) to the obligation secure and the trust deed, (3) to all persons having recorded liens subsequent to be interest of the trustee in the trust deed as their interests may agreed in the order of their pisoity and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

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

16. Beneficiary may from time to time appoint a successor or successor to such appointment, and without conveyance to the successor truster appointed hereunder. Upon such appointment, and without conveyance to the successor truster, the latter shall be vested with all title, powers and duties conferred any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument esceuted by beneficiary which, when recorded in the mortdage records of the country or counties in which the property is situated, shall be conclusive pixed of propert appointment of the successor trustee accepts, this trust when this deed, duly executed and acknowledged is made a public 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 frantor, 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 attainey, who is an active member of the Oregon State Bor, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to mure title 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 696.50S to 696.58S.

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.

This trust deed secures a note of even date.

The drantos wassants that the		 A section of the sectio	ŧ
(a)* primarily for grantor's personal, to (b) for an organization, or (even if gr	s of the loan represented by amily or household purpos cantor is a natural person,	by the above described note and this trust deed ses (see Important Notice below),) are tor business or commercial purposes.	are:
This deed applies to, inures to the ben	etit of and binds all part is. The term beneticiary s	ties hereto, their heirs, legatees, devisees, admi shall mean the holder and owner, including plea	nistrators, executors, Igee, of the contract juires, the masculine
		to set his hand the day and year first abo	
* IMPORTANT NOTICE: Delete, by lining out, which	And the second of the second o		
not applicable; if warranty (a) is applicable and the as such word is defined in the Truth-in-Lending beneficiary MUST comply with the Act and Reguldisclosures; for this purpose use Stevens-Ness Form If compliance with the Act is not required, disregar	e beneficiary is a creditor Act and Regulation Z, the ation by making required	x Shows man Sport	<u> </u>
(if the signer of the above is a corporation, use the form of acknowledgement opposite.)			
CALIFORN'A			
SACO OM CALT	STATE	OF OREGON,	
County of SACRAMENTO) ss.	
This instrument was acknowledged bet	· · · · · · · · · · · · · · · · · · ·	trument was acknowledged before me on	
SCOTT N SPAK	2KS 19 ,1	OFFICIAL SEAL ERNEST E MORGAN	1
AND SHAWNA M,	SPARKS of	NOTARY PUBLIC - CALIFORNIA	· •
** TI *** ** * * * * * * * * * * * * * *		SACRAMENTO COUNTY My comm. expires MAR 24, 1993	
Mptpsy Public	President A Notary F	Public for Oregon	1
My comment of expres: MARC	orea	mission expires:	(SEAL)
	REQUEST FOR FULL RI	ECONVEYANCE	
	To be used only when obligat	tions have been paid.	
TO:	Trustee		
The undersided is the local sum of the			
said trust deed or pursuant to statute, to can	cel all evidences of ind-t	secured by the foregoing trust deed. All sun on payment to you of any sums owing to you otedness secured by said trust deed (which are	under the terms of
herewith together with said trust deed) and to restate now held by you under the same. Mail re	Toom cy, without wall all	Y. IO ING DAffies desidented by the t	said trust deed the
and the second of the second of the second	gest in dans tyre, and a specific		* ***** ** ** ******* * *
DATED: taken and the fraction of the armount	in, 19	place and the line of the line	

	*******	Beneficiary	20 - 200 200 - 440 - 14
Paranta de la companya della companya della companya de la companya de la companya della company		·	
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			e Will be made.
(FORM No. 881)		STATE OF OFFICER	e will be made.
STEVENS NESS LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON,	
	for a series of the	County of Klamat	<u>h</u> ss.
Scott N. Sparks	o Karakaran Sara Kaparan Sarah	County ofKlamat I certify that the wit was received for record on	th ss.
Charles of the organization of the		County ofKlamat I certify that the wit was received for record on ofSept.	th ss. thin instrument the 23rd day 19 92
Scott N. Sparks Shawnna M. Sparks Grantor	rina yandida ya kapa Kapata wanga kabal Bana ya kapata kaba SPACE RESER	County ofKlamat I certify that the wit was received for record on ofSept. at3:33o'clock .P. M	th ss. thin instrument the 23rd day, 19
Shawnna M. Sparks	SPACE RESER	County ofKlamat I certify that the with was received for record on of	th ss. thin instrument the 23rd day many 19 92 many recorded my2 on fee/file/instru-
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Shawnna M. Sparks	FOR	County of	th ss. thin instrument the 23rd day, 19 92, and recorded
Shawnna M. Sparks	FOR	County of	th