September Volmaz Page 30792 5708 '92 DEC 29 'PM 3""37" THIS TRUST DEED, made this 9 day of September

Devrick Beleno Bautista AND Emelita Lactactac Sobieano 19 42 between as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA ASPEN TITLE & ESCROW, INC., and CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH 56 in Block 29 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, COUNTY, OREGON, described as: Page 20 of Maps in the office of the County Recorder of said County. and an expect the first size that the wall to while the small legal has solve the total place and bearing the congon managen in demographic of proceeding the content of new months in the content of the resource magnetic of the content of t to the common continuous of the continuous of the continuous conti 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 Eleven Thousand 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 Security 15, 19-2002 The date of manning 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 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 being 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 properly of the property of the property of the maturity dates are properly of the property of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the maturity dates are properly of the property of the prope the within described property, or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all control of the property is not currently used for agricultural, timber or grazing purposes.

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 demotish any building or improvement thereon, nor to commit or not to romplete or restore promptly and in good and workmanlike manner any being day and the property in good and workmanlike manner any conditions and a payen to the Uniform Commercial Code as the beneficiary such financing statements pursuant to the Uniform Commercial Code as the beneficiary will financing statements pursuant to the Uniform Commercial Code as the beneficiary will be desired the and continuously maintain insurance on the buildings now or well as the cost depends of the property of the control of the beneficiary and property in the control of the beneficiary and promittee to time require in an amount of less than hazards as the beneficiary and promittee to time require in an amount of less than hazards as the beneficiary and promittee of the graculting to the beneficiary and produce of the provided of restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lieu 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 thereto," and the recital threth of any matters or facts shall be conclusive proof of the truthfultants thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not because the service of the ser indebtedness secured hereby, 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 insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as oforesay act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement presunder, the beneficiary may declared ill suns secured hereby inmediately due to described real property is currently used for agricultural, timber or grasting purposes, the beneficiary and proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by low for mortgage foreclosures. However, if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed wertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said each of the property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in OR\$18.5.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then law, and proceed to foreclose this trust deed in the manner provided in OR\$18.6.740 to 86.793.

Should the beneficiary elect to foreclose by advertisement and sale then often default at any time prior to five days before the date set by the trustee for the rustee for the final sale, the grant or or other person so privileged by OR\$ 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire the sale including costs under the terms of the trust deed and the obligation secured the entire that sale including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and expenses actually incurred in enforcing the terms of the obligation and trustee's and ottener's feet not exceeding \$50 each other than such orthon of the principal as would not then he due had no default occurred, and thereby cure the default, in as would not then he due had no default occurred, and thereby cure the default, in 4.0 Otherwise, the sale shall be held on the date the time and place designated in the notice of sale. The trustee may set said property either in one designated in the notice of sale. The trustee may set said property either in one parcel or in separate parcels and shall sell the parcel parcels at auction to the tighest bidder for cash, payable at the time of sale. Trustee shall deliver to the pirchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implient fullness thereof, Any person, without any covenant or warranty, express or implient fullness thereof. Any person, and the said.

15. When trustee sells oursuant to the powers provided herein trustee shall with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustees and in any suit, action or proceeding in which the beneficiary or trustee more pear, including any suit for the foreclosure of this deed, to pay all costs and express; including evidence of title and the beneficiary's or trustees attorney's fees provided, however, in case the suit is between the grantor, and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees therein described; the amount of attorney's fees mentioned in this paragraph? In all cases, shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that: purchaser its deed in form as required by law conveying the property so soil, out without any coverant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee 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 trustee's autorney, (2) to the obligation secured by the trust deed large by trustee's autorney, (2) to the prosecute of the trustee and a reasonable charge by trustee's autored liens subsequent to the interest of the trust deed as their interests may appear in the order of their priority and (4) the surplux, if any, to the grantor or to his successor in interest ennitled to such surplus.

16. For any reason permitted by when therefore may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, the latter shall be vested with all title, powers and dustics conferred successor trustee, the latter shall be vested with all title, powers and dustics conferred supposed in the surplus of the County. Clerk or Recorder of twisch, when recorded in the office of the County Clerk or Recorder of property is tituated, shall be conclusive proof of proper exponiment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged. It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the solid of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation of the moniter payable as compensation for elects, to require that all or any portion of the moniter payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, which are in excess of the amount required by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable proceedings, shall be paid to beneficiary and applied by the first upon any reasonable proceedings, and attended to the shall be paid to beneficiary and grantor agrees, at its own expense, to take such actions exceed hereby, and grantor agrees, at its own expense, to take such actions promptly upon beneficiary's request.

9. At any time and proceeding, more than to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for concellation), without affecting the liability of any payment of 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

trustee.

17. 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 titled thereto

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 insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

Fee \$15.00