

Filed for record at request of:
DAR/RYP 20675.2001
TREECE, RICHDAL LAW FIRM

THIS SPACE PROVIDED FOR
RECORDER'S USE.

After Recording, return to:

Name: DAVID HYUN
1869 MANZANITA
KLAMATH FALLS, OR 97601

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of FEBRUARY, 1993,
between EDWARD K. SHIN and LISA J. SHIN, husband and wife,
GRANTOR, whose address is 3821 - 228th Place S.W., Brier, WA
98036,

KLAMATH COUNTY TITLE COMPANY, a corporation, TRUSTEE, whose address
is 422 Main Street, Klamath Falls, Oregon 97601, and

DAVID HYUN, BENEFICIARY, whose address is 1869 Manzanita, Klamath
Falls, Oregon 97601,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee
in Trust, with power of sale, the following described real property
in KLAMATH County, Oregon:

SEE EXHIBIT "A" ATTACHED HERETO

which real property is not used principally for agricultural or
farming purposes, together with all the tenements, hereditaments,
and appurtenances now or hereafter thereunto belonging or in any
wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of
each agreement of Grantor herein contained, and payment of the sum
of EIGHT HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$880,000.00)
with interest, in accordance with the terms of a Promissory Note of
even date herewith, payable to Beneficiary or order, and made by
Grantor, and all renewals, modifications and extensions thereof,

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and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the

debt secured in this Deed of Trust.

7. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary's consent shall not be unreasonably withheld.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its Deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The 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, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

GRANTOR:

Edward K. Shin
EDWARD K. SHIN

Lisa J. Shin
LISA J. SHIN

STATE OF WASHINGTON }
County of KING } ss.

On this day personally appeared before me

LISA J. SHIN

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of

FEBRUARY

1993

Rhonne Phillips
Notary Public in and for the State of Washington,
residing at SEATTLE

My appointment expires: 6-1-95

ACKNOWLEDGMENT, INDIVIDUAL

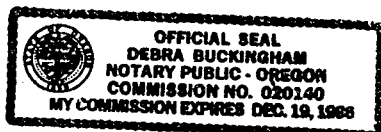
Form No. W-16



STATE OF OREGON)
 : ss.
 COUNTY OF KLAMATH)

On this day, personally appeared before me EDWARD K. SHIN to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of February, 1993.



Debora Buckingham
 NOTARY PUBLIC in and for the
 State of Oregon, residing
 at Klamath Falls
 My commission expires: 12-19-96

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REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____, 19____.

BENEFICIARY:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1: Lots 1, 2, 3, 4, 5 and 6 in Block 25 of Original Town of Klamath Falls (formerly Linkville), Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Also that part of vacated Maple Alley adjoining Lot 6 in Block 25 of said Original Town of Klamath Falls, (formerly Linkville) Oregon, and that portion of Lot 1 of Block 26 of said Original Town of Klamath Falls (formerly Linkville), lying Easterly of Conger Avenue. Excepting from the above described property that portion thereof conveyed by Edward A. Dunham et ux to the City of Klamath Falls, Oregon, by deed recorded on page 197 of Volume 123 of Deeds, records of Klamath County, Oregon.

Lot 7 in Block 25 of Original Town of Linkville (now City of Klamath Falls), and that portion of vacated Maple Alley adjacent to said Lot 7 on the West and that portion of Lot 4, Block 26 Original Town of Linkville (now Klamath Falls), lying between said portion of vacated Maple Alley and the Easterly line of Conger Street, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Saving and Excepting from the above described property all that portion thereof conveyed to the State of Oregon by deed recorded on page 193 of Volume 283 of Deeds, records of Klamath County, Oregon.

Also, all that portion of South one-half of vacated Pine Street adjoining the above described property.

PARCEL 2: Lots 8 and 9 in Block 25 of Original Town of Linkville (now Klamath Falls, Oregon), according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING that part in Deed Book 283, page 193.

EXHIBIT

A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 5th day of Feb. A.D., 19 93 at 1:27 o'clock P.M., and duly recorded in Vol. M93 of Mortgages on Page 2694.

FEE \$35.00

Evelyn Biehn County Clerk

By Pauline Nielsen