. a Funct ASV D	f SEPTEMBER, 1993 , between
THIS TRUST DEED, Miles	as Grantor,
RY L. STEELE	, as Trustee, and
ATH COUNTY TITLE COMPANY	, as Beneficiary
IN WARREN EUNTER, JR.	
Grantor irrevocably grants, bargains, sells an	nd conveys to trustee in trust, with
Grantor irrevocably grants, bargains, sells an	County, oregon, described
St. Of Many	a tha CILV
nice of Ewauna Holgach Acciding	lat thereof
of Elegath Falls, according to the official For Standard of the County Clerk of on file in the office of the County Clerk of	KTamaco
on file in the cirror to county, oregon.	
Courses &	
other with all and singular the tenements, hereditaments and apportance or hereafter appertaining, and the rents, issues and prof	and all other rights thereunto belonging or in
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used in connection with the property.	agreement of grantor Moravith.
FOR THE PURPOSE OF THOUSAND AND NO/100	g to the terms of a promissory note of even date herewith, ent of principal and interest hereof, if not sooner paid,
25,000.00) Dollars, with interest their attered attered 25,000.00	ent of principal and interest meaning
FOR THE PURPOSE OF SECONDAND NO/100  TWEENTY FIVE THOUSAND AND NO/100  25,000.00 ) Dollars, with interest thereon according to the constitution of the dest of maturity of the debt secured by this instrument is the date of maturity of the debt secured by this instrument is not becomes due and payable. In the event the within described to be sold, conveyed, assigned or alicenated by the grant of the people, conveyed, assigned or alicenated by the grant of the sold, conveyed, assigned or alicenated by the grant of the sold, conveyed, assigned or alicenated by the grant of the sold.	the date, stated above, on which the final installment of
a note becomes due de l'anne or allenation of	and the secured by this industrial
Id. Siliano co	and DAVADID.
a maturity of the security of this	(tion and repair) not to Immer
TO DIOLECT caserve and maintain the property in good condi-	rty.
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aprovement thereon; not to commit of persons and in good and habitable of 2. To complete or restore promptly and in good and habitable of constructed, damaged or destroyed thereon, and pay when due all cost onstructed, damaged or destroyed thereon, and pay when due all cost onstructed, damaged or destroyed thereon, and to good and in good and financing and the property of the construction of the property of the construction of the property of the construction of	, conditions and restrictions affecting the property,
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After recording return to: KLAMATE COUNTY TITLE CO. 422 MAIN STREET KLAMATE FALLS OR 97601

24868 It is mutually agreed that:

1. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation beneficiary shall have the right, if 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 fees, beth in the trial and appellate courts, necessarily paid or incurred by reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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. Dromptly upon expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon penericlary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsoment (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join the payment of the indebtedness, trustee may (a) doin in any subordination or other agreement affecting this beneficiary's request. person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting 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 be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph aball be not less than SS. paragraph shall be not less than \$5.

10. Upon any default 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, receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, and support the same success and expenses of operation and collection, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, and profits, including those past due and unpaid, and apply the same, and in such order as beneficiary may determine. and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation; including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may uding reasonable attorney's rees upon any indeptedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the ceds of fire and other insurance policies or componsation or awards for any taking or damage of the property, and application or release thereof as aforesaid, 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 hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the boneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be beneficiary elects to foreclose by advertisement and sale, the beneficiary to be bigation 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 trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust recorded a written notice of default and election to sell the property to satisfy the obligation 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 ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's feas 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. 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 the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell 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 shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or shall deliver to the purchaser its deed in the deed of any matters of fact shall be conclusive proof of the trustfulness warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the trustee shall spond to 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) to the trustee of sale, including the compensation of the trustees and a reasonable charge by trustee's attorney, (2) to the the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the tru any successor on interest entitled to such surplus.

16. Seneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, the latter shall be trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be rested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment of the successor and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of and substitution shall be made by written instrument executed by beneficiary. the county or counties in which the property is situated, 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. 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 the beneficiary's successor in interest that the grantor lawfully saired in fee simple of the real property and has a wallid, unangumbered title thereto. lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor 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), (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
corner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.
In construing this mortgage, it is understood that the mortgager or mortgages may be more than one person; that if the
context so requires, the singular shall be taken to mean and include the plural. and that generally all grammatical changes the singular shall be taken to mean and include the plural, and that generally all grammatical changes context so requires, the singular shall be taken to mean and include the plural, and that generally all grammat shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above. IMPORTANT HOTICE: 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 TERRY A STEELS offined in the Truth-in-Lending Act and Regulation 2, collined in the Truth-in-Lending Act and Regulation 2, the beneficiary MIST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Jess Form No. 1319, or equivalent. If compliance with the Act is not required, disragard this notice.

STATE OF OREGON, County of Klamath) ss.

by TERRY L. STEELE

This instrument was acknowledged before me on

My commission expires

Notary Public of Oregon

OFFICIAL SEAL mu LENGEL NOTARY FUBLIC - OREGON COMMISSION NO. 009374 MY COMMISSION EXPIRES SEPT. 08, 1995

Gerte Bistor v

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