

75647
THIS TRUST DEED, made this 1st day of February, 1994, between MARIA E. JAHNKE and WOLFGANG JAHNKE, HUSBAND AND WIFE, ASPEN TITLE & ESCROW, INC., VIRGIL E. SUCCO, an undivided 2/3rd interest, G.E. PETERSON, an undivided 1/3rd interest, as Grantor, as Trustee, and as Beneficiary,

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

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.
CODE 3909-1DC TAX LOT 300

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of EIGHTY THOUSAND FIVE HUNDRED and NO/100 (\$80,500.00) 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 at maturity of note, 1994.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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 herein, shall become immediately due and payable.

- To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
 2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon; and pay when due all costs incurred therefor.
 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary 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 filing officers or searching agencies as may be deemed desirable by the beneficiary.
 4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$500,000.00, at least fifteen days prior to the expiration of any policy of insurance, now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released 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 the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
 6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.
- It is mutually agreed that, in the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, benefited by this deed, the grantor shall, to the extent of the monies payable as compensation for such taking, be bound to pay the same to the 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, be paid to the beneficiary.

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 insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

TRUST DEED

Grantor: MARIA E. JAHNKE and WOLFGANG JAHNKE, HUSBAND AND WIFE

Trustee: ASPEN TITLE & ESCROW, INC.

Beneficiary: VIRGIL E. SUCCO, an undivided 2/3rd interest, G.E. PETERSON, an undivided 1/3rd interest

After Recording Return to (Name, Address, Zip): Aspen Title & Escrow, Inc., 1000 NE Oregon Street, Portland, OR 97232

STATE OF OREGON, County of Clatsop.

I certify that the within instrument was received for record on the day of 1994 at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of of said County.

Witness my hand and seal of County affixed.

NAME By Deputy

A tract of land situate in the W 1/2 of the SE 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the county of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the Southeast corner of said W 1/2 of SE 1/4; thence North 0 degrees 27' West 77.7 feet; thence North 46 degrees 07' West 226 feet to an iron pin on the Northerly right of way line of the Enterprise Irrigation District Canal the true point of beginning; thence Northwesterly along the Northerly and Easterly right of way line of said Enterprise Irrigation Canals, North 46 degrees 07' West 103.7 feet; thence North 17 degrees 46' West 455.3 feet; thence North 8 degrees 00' East 235.0 feet; thence North 19 degrees 11' West 145.83 feet; thence North 68 degrees 31' East 58.40 feet to a fence; thence along said fence, South 8 degrees 33' 40" East 594.27 feet; thence North 82 degrees 39' East 64.6 feet; thence South 13 degrees 33' 30" East 165.21 feet; thence South 47 degrees 11' 40" East 94.00 feet; thence South 43 degrees 00' West 133.00 feet, more or less to the point of beginning.

CODE 43MAP 3909-1DC TL 300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co
of Feb A.D., 19 94 at 3:37 o'clock P.M., and duly recorded in Vol. M94
of Mortgages on Page 4150

FEE \$20.00

Evelyn Biehn
By Quinn M. Mullins County Clerk