

THIS DEED OF TRUST ("Deed") is made on the 20th day of March, 1994, between the Grantor, DALE G. ROSENTHAL and his wife, KATHY ROSENTHAL, his wife (herein Borrower), the Trustee being LMS MORTGAGE INC., D/B/A The Money Store, a New Jersey Corporation, whose address is 9370 Southwest Barlow Blvd., Suite 211, Portland, Oregon 97219 (hereinafter referred to as "Lender"), and the Beneficiary, LMS MORTGAGE INC., D/B/A The Money Store, a New Jersey Corporation, whose address is 9370 Southwest Barlow Blvd., Suite 211, Portland, Oregon 97219 (hereinafter referred to as "Beneficiary").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$53,200.00 and extension and interest thereon, evidenced by Borrower's Note dated March 20, 1994, providing for monthly installments of principal and interest, via the balance of other indebtedness, if not sooner paid, due and payable on April 5, 2024.

TO SECURE its oustanding repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Borrower herein contained, Borrower hereby irrevocably grants and conveys to Trustee the following described property located in the County, namely, Polk County, Oregon, the object of which is:

State of OREGON

1025 1/2 SW 12th Street, Beaverton, Oregon 97006, being a residential dwelling unit consisting of one (1) story, 1,142 square feet, with no garage or other outbuildings; situated on a lot of record in the name of Dale G. Rosenthal and Kathy Rosenthal, Esq., and having a tax assessment of \$15,400.00 and \$185.00.

See Schedule A, attached hereto, for a detailed description of the property, which description is incorporated herein by reference. The property is described in the Deed of Trust, recorded in the office of the County Clerk of Polk County, Oregon, on July 23, 1985, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110.

Being the same premises conveyed to the Borrower by Deed of Trust, dated March 20, 1985, from Donald L. Rosenthal and Linda L. Seydel, Esq., to the Borrower, in the name of Dale G. Rosenthal and Kathy Rosenthal, Esq., and recorded in the office of the County Clerk of Polk County, Oregon, on July 23, 1985, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110.

Being the same premises conveyed to the Borrower by Deed of Trust, dated March 20, 1985, from Donald L. Rosenthal and Linda L. Seydel, Esq., to the Borrower, in the name of Dale G. Rosenthal and Kathy Rosenthal, Esq., and recorded in the office of the County Clerk of Polk County, Oregon, on July 23, 1985, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110.

On the 22nd day of July, 1985, above described, on the 23rd day of July, 1985, above described, in the office of the County Clerk of Polk County, Oregon, in the name of Dale G. Rosenthal and Kathy Rosenthal, Esq., and recorded in the office of the County Clerk of Polk County, Oregon, on July 23, 1985, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110.

Being the same premises conveyed to the Borrower by Deed of Trust, dated March 20, 1985, from Donald L. Rosenthal and Linda L. Seydel, Esq., to the Borrower, in the name of Dale G. Rosenthal and Kathy Rosenthal, Esq., and recorded in the office of the County Clerk of Polk County, Oregon, on July 23, 1985, in Book 51238, page 110, and is described in the title insurance policy issued by First American Title Insurance Company, of Portland, Oregon, on January 15, 1992, in Book 51238, page 110.

TOGETHER with all other improvements now or hereafter erected on the property, and all fixtures, rights, appurtenances and encumbrances, which shall now exist or hereafter become a part of the property covered by this Deed of Trust, together with the property for the leasehold estate if this Deed of Trust is so leased.

This Deed of Trust is on behalf of the Borrower, herein called "the Property," and is given in consideration of the sum of \$53,200.00, principal and interest, due and payable under the Note, until the Note is paid in full, a sum which is equal to one-twelfth of the yearly taxes and assessments (including condominium, if applicable), development assessments, if any, which may attain priority over this Deed of Trust and requirements on the property, if any, plus one-twelfth of yearly premiums, annual fees for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated and levied from time to time by Lender, on the basis of assessments and bills and taxes, and the amount of interest which shall be accrued to date such payments of taxes to Lender to reasonably estimate the amount of taxes for the year in which this Deed of Trust is executed, and the holder of the prior mortgage or deed of trust in fact, if any, and holder of an institutional lender, to the amount of taxes due to the Lender and such as Lender may assess.

IN WITNESS WHEREOF, the parties have signed their names to this Deed of Trust, and affixed their seals, this 20th day of March, 1994, at Portland, Oregon.

DALE G. ROSENTHAL, his wife,
KATHY ROSENTHAL
LMS MORTGAGE INC., D/B/A THE MONEY STORE, a New Jersey Corporation,
By: LINDA L. SEYDEL, Esq.
Notary Public, State of Oregon
#2950, Notary Public, Multnomah County, Oregon
Portland, Oregon 97204, Attest: Linda L. Seydel, Esq.
Linda L. Seydel, Esq., Notary Public, Multnomah County, Oregon
#2950, Notary Public, Multnomah County, Oregon
Portland, Oregon 97204, Attest: Linda L. Seydel, Esq.

the following date Funds are drawn, the funds shall be held in an unpledged account or accounts which are maintained by a bank, trust company, state bank, savings and loan, member of the Federal Home Loan Bank Board, or other financial institution, or such an institution, Lender shall apply the funds to payment of taxes, assessments, insurance premiums, and ground rents, Lender shall apply the funds to holding and applying the funds in trust and account of verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be entitled to or have any interest or claim on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply the funds immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust, unless otherwise set forth in the Note.

5. Application of Payments. Unless applicable law provides otherwise all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

6. Prior Mortgages and Deeds of Trust; Charges, Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenant to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments of ground rents, if any.

7. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to choose the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 10 days from the date notice is made by Lender to Borrower that an insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

8. Preservation and Maintenance of Property; Leasetholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasethold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

9. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other forms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall not interfere with Borrower's quiet title to any such inspection specifying reasonable hours of time for Lender's inspection of the Property, in accordance with applicable law.

11. Condemnation. In the event of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

12. Borrower Not Relieved; Non-Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or relink to extend time for payment if otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.

13. Successors and Assigns Bound Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note (a) is co-signing this Deed of Trust only to acknowledge and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under

his Deed of Trust or Note, and any other documents which may affect such property, shall be given to Lender, without notice to him, and his compensation will consist of the sum of one Deed of Trust or the Note, without their Borrower's consent and without notice to them. Borrower's consent that Deed of Trust as to the Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when received in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be enforced without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs, expenses" and "attorneys fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims, or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest in it is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the Notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The Notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in foreclosure proceedings the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect in such proceeding all expenses incurred in pursuing the remedies provided in this paragraph 17, but not limited to, reasonable attorneys' fees and costs of attorney, filing, recording and documentation expenses.

If Lender invokes the power of sale, Lender shall send written notice, as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law of the occurrence of any event of default and of Lender's election to cause the Property to be sold. Trustee shall give notice of sale by public advertisement as Trustee deems proper to protect the interests of Borrower and Lender. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the property in public auction to the highest bidder at the time and place and under the terms designated in the Notice of Sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees as allowed by law of the gross sale price and reasonable attorneys' fees; (b) to the discharge of all taxes, levies and assessments on the property if any, as provided by applicable law; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at such sale.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of (i) 5 days for such other period as applicable law may specify (or reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust, or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Deed of Trust and the Note had no acceleration occurred, (b) cures any default of any other covenant or agreements, (c) pays all expense incurred in enforcing this Deed of Trust including, but not limited to, reasonable attorney's fees, and (d) cure such default. Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unchallenged. Upon reinstatement, the acceleration date of this Deed of Trust shall be reset to the date of reinstatement. Borrower shall be liable for all costs, expenses and attorney's fees incurred by Lender in connection with the reinstatement of this Deed of Trust and the enforcement of this Deed of Trust.

19. Non-Assignment of this Deed of Trust. Subject to the above conditions, this Deed of Trust

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9. Assignment of Rent. Appointment of Receiver and Action Possession. As additional security for unpaid principal, interest, and other amounts due, the Lender may directly, provided that Borrower shall, take confirmation, under paragraph 1 hereof, or abandonment, in respect of the Property, have the right to collect and retain such as they become due and payable, by action or otherwise, upon acceleration of the Dated of Trust.

Upon acceleration under paragraph 9, action or abandonment of the Property, Lender, in person by agent or by judicially appointed receiver, shall be entitled to seize upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, all rents collected by Lender or the receiver, shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver bonds and reasonable attorney's fees, and thereafter the sums secured by this Deed of Trust, Lender and the receiver shall be liable to account only for those amounts actually received.

10. Release. Upon payment of all sums secured by this Deed of Trust, Trustee shall release this Deed of Trust without notice to Borrower. Borrower shall pay all costs of recording, if any.

11. Successive Trustees. In the event that the option to任命 trustee is exercised, the trustee may exercise his/her power to任命 trustee and appoint a successor trustee at any time, provided that the trustee continues to hold title to the Property.

12. Conveyance of title. Upon acceleration or abandonment, Lender shall convey title, species and status, consistent with the instrument used to create the original interest in the Property, to the Person or Persons to whom title is to be transferred, subject to the terms and conditions of this Deed of Trust.

13. Public Notice. Lender shall give public notice of the creation of the original interest in the Property and the transfer of title to the Person or Persons to whom title is to be transferred.

14. Right of cure. Lender shall give Borrower a period of 30 days from the date of this Deed of Trust to cure any default in the obligations of Borrower under this Deed of Trust.

15. Right of repossession. Lender may exercise the right of repossession of the Property at any time during the term of this Deed of Trust.

16. Right of sale. Lender may sell the Property at any time during the term of this Deed of Trust.

17. Right of foreclosure. Lender may foreclose on the Property at any time during the term of this Deed of Trust.

18. Right of substitution. Lender may substitute the Property for the original interest in the Property at any time during the term of this Deed of Trust.

19. Right of assignment. Lender may assign the original interest in the Property at any time during the term of this Deed of Trust.

20. Right of cancellation. Lender may cancel the original interest in the Property at any time during the term of this Deed of Trust.

21. Right of reversion. Lender may repossess the original interest in the Property at any time during the term of this Deed of Trust.

22. Right of redemption. Lender may redeem the original interest in the Property at any time during the term of this Deed of Trust.

23. Right of cancellation. Lender may cancel the original interest in the Property at any time during the term of this Deed of Trust.

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25. Right of redemption. Lender may redeem the original interest in the Property at any time during the term of this Deed of Trust.

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SCHEDULE A TO DEED OF TRUST

Dated: March 10, 1994

Mortgagor: Dale G. Stevens and Linda K. Stevens, his wife

Mortgagee: TMS MORTGAGE INC., D/B/A THE MONEY STORE

NOTED IN PARCEL OF LAND NO. 1064, FIRST ADDITION TO GATEWOOD, according
to the official map thereof recorded in the office of the County Clerk of
Klamath County, Oregon.

Said Premises Known as: 5363 Gatewood Drive
Klamath Falls, Oregon 97603

BRING the same premises conveyed to the mortgagor by deed dated
July 22, 1985, filed July 24, 1985, in the Office of the Recorder
in the County of Klamath on Book 51268, Page 1.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of Mortgagor Title Co. the 1st day
of April, A.D. 1994 at 10:00 o'clock A.M. and duly recorded in Vol. MC4
Book 9589 on page 9589

by Patricia L. Martin, County ClerkFor Stevens/Mortgage Inc.