-	P. O. BOX 2	2000			ACTION S	1/01/00-	
	AHTIES: This Deed	97223 of Trust is made on	APRIL 12, 19	ED OF TRUS	T	Volmay	Page_1:
	("Borrower").	KLAMATH COM	APRIL 12, 190 BUIRE AKA MARY N TITLE CO, PO	ACGUIRE AND	ng the Grantor, RC	OBERT L MCGUI	RE AKA BODD
	and the Benefit	ciary, KEY BANK	UIRE AKA MARY P Y TITLE CO, PO OF OREGON	BOX 151, KLAI	MATH FALLS	E SIMPLE *	MA RUBE
	TTCAPD O		Under the laws of Appro	017			(*Trus
C	DNVEVALOR		_	,	rnose address is7	150 SW SANDR	URG ST #105
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		S:0165 W LANGE	wer irrevocably grants are nces, rents, leases and ex RLL_VALLEY_RD (Street)	BONANZA	provements and fix	dures (all called the	il estate described b "property").
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	covenant	is and warrants title to	the property, except for	NONE County, Or	egon,		
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- 1. Payments. Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise; any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or scheduled payment until the secured debt is paid in full.
- 2. Claims Against Title. Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lion of this Deed of Trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires. 4. Property. Borrower will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this Deed of Trust or in any obligation secured by this Deed of Trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this Deed of Trust.
- 6. Prior Security Interests. Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interest. Borrower will perform all of Borrower's obligations under any prior Mortgage, Deed of Trust or other security agreement, including Borrower's
- 7. Assignment of Rents and Profits. Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing. Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender have agreed court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Lesseholds; Condominiums; Planned Unit Developments. Borrower agrees to comply with the provisions of any lease if this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 9. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of Borrower's duties under this Deed of Trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this Deed of Trust.

Any amounts paid by Lender to protect Lender's security interest will be secured by this Deed of Trust. Such amounts will be due on demand and will be bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 10. Default and Acceleration. If Borrower fails to make any payment when due or breaks any covenants under this Deed of Trust or any obligation secured by this Deed of Trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.
- 11. Power of Sale. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and at Lender's election to cause the property to be sold and shall cause such notice to be recorded in each county in which the property or applicable law may require. After the lapse of such time as may be prescribed by applicable law to Borrower and to other persons as may purchase the property at any sale. Trustee shall deliver to the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, persons legally entitled the reasonable Trustee's and altorneys' fees; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or
- 12. Inspection. Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
- 13. Condemnation. Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security
- 14. Walver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
- 15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this Deed of Trust are joint and several. Any Borrower who co-signs this Deed of Trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this Deed of Trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this without releasing that Borrower from the terms of this Deed of Trust.

The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this Deed of Trust, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.

- 17. Transfer of the Property or a Beneficial interest in the Borrower. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this Deed of Trust.
- 18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.
- 19. Substitute Trustee. Trustee shall resign at the request of Lender and may resign at its own election. Upon the resignation, incapacity, disability or death of Trustee, Lender shall appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee shall thereupon be vested with all powers of the original Trustee.
- 20. Use of Property. The property subject to this Deed of Trust is not currently used for agricultural, timber or grazing purposes.

THEREO,

- 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees," shall include attorneys' fees, it any, which shall be awarded by an
- 22. Severability. Any provision or clause of this Deed of Trust or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause in this Deed of Trust or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the Deed of Trust and the agreement evidencing the secured debt. 0.00000 to 10.000

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PARCEL 1: All that portion of the NW\SE\ and S\SE\ lying Northeasterly of the West Langell Valley Road in Section 22, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Account No. 3911-4801

Key No. 831611

PARCEL 2: A portion of the NELSEL of Section 22, Township 39 South, Range 11 East of the Willamette, Klamath County, Oregon, described as follows: Beginning at the Southwest corner of said NELSEL; thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the point of beginning.

TOGETHER with an easement as disclosed in document recorded June 21, 1990, in Volume M90 page 12263, records of Klamath County, Oregon.

Account No. 3911-4701

Key No. 476092

Along with:

1989 Fuqua 38'x48/28' with 24' x 35' add on Serial No. 10082

Plate No. X184221

Key No. M872049

STATE	OF OREGON	: COUNTY OF KLAMATH: ss.
Filed fo	or record at re April	equest ofKlamath County Title cothe18thday A.D., 19 94at11:45o'clockA_M., and duly recorded in VolM94 ofMortgages on Page11431
FEE	\$20.00	Evelyn Biehn - County Clerk By Oxyllandale