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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneticiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneticiary 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, promptly upon beneticiary's request.

9. At any time and trom time to time upon written request of beneticiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, 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 in granting any eassement 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 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 refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attor

and other insurance policies or compensation or awards for any taking or damage of the property, and the 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 beneficiary 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 recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by w 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 arise to find the default and sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to find the sale and at any time arise to sale and at any time arise to sale and at any time arise to sale any time arise to sa

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the 13. After the trustee has commenced toreclosure by advertisement and sale, and at any time prior to 2 days before the date the 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. In any case, in addition to curing the default of the cured may be cured by tendering the periormance required under the obligation or trust deed. In any 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 fees 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 to which the contract of the contr

14. Otherwise, the sale shall be need on the date and at the time and place designated in the notice of sale of 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 warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the

deed of any matters of fact shall be conclusive proof of the trustulness thereof. Any person, 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) the expenses of sale, including 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 the trust deed as their interests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to any successor in interest entitled to such surplus.

16. Renaticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee.

appear in the order of their priority and (4) the surplus, if any, to the granter or to any successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneticiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 notity 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 is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and torever detend the same against all persons whomscever

The grantor will warrant and torever detend the same against all persons whomscever.

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),
(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 owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In constrains this trust deed, it is understood that the denter, trustee and/or hereliciary may each be more than one person that

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each 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 shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancallation before	
DATED:,19	
The undersigned is the legal owner and holder of all indebteds deed have been fully paid and satisfied. You hereby are directed, or trust deed or pursuant to statute, to cancel all evidences of indebtot together with the trust deed) and to reconvey, without warranty, to	ness secured by the foregoing trust deed. All sums secured by the trust in payment to you of any sums owing to you under the terms of the dness secured by the trust deed (which are delivered to you herewith the parties designated by the terms of the trust deed the estate now
TO:, Truste	used only when obligations have been paid.)
	My commission expires
OFFIGIAL SEAL DEBORAH A. JEWELL NOTARY PUBLIC - OREGON COMMISSION NO.026120 MY COMMISSION EXPIRES JULY 14, 1997	Internal a fewel Notary Public for Oregon
	vledged before me on, 19,
by michael mekingy	***************************************
This instrument was acknown	Viedged before me on
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a credito as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose uso Stevens-Ness Form No. 1319, or equivalent if compliance with the Act is not required, disregard this notice.	Barbara Ki McKiddy

EXHIBIT "A" LEGAL DESCRIPTION

19436 12089

A tract of land situated in the SW1/4 of the SW1/4 of Section 3, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the brass cap monument marking the SW corner of said Section 3; thence North 89 degrees 04' East along the South line of said Section 3 a distance of 662.5 feet to the Westerly line of FELICAN ACRES Subdivision; thence Northerly along the Westerly line of PELICAN ACRES Subdivision a distance of 30.3 feet to the Northwest corner thereof; thence Easterly along the Northerly line of PELICAN ACRES Subdivision a distance of 619.1 feet, more or less, to the Northeast corner thereof, said point being on the Westerly line of the Klamath Falls-Rocky Point Highway, and said point being Northerly a distance of 17.8 feet measured along the Easterly line of PELICAN ACRES Subdivision from the South line of said Section 3; thence Northerly along the Westerly line of the Klamath Falls-Rocky Point Highway, a distance of 312.2 feet, which is 330 feet North of the South line of said Section 3, to the true point of beginning of this description; thence South 89 degrees 04' West parallel with the South line of said Section 3 a distance of 951.5 feet, more or less, to the Southeast corner of that tract of land described in Deed Volume 341, page 603, Deed Records of Klamath County, Oregon; thence North 0 degrees 24' West along the Easterly line of said tract of land a distance of 130.00 feet; thence North 89 degrees 04' East, parallel with the South line of said Section 3 a distance of 330.00 feet; thence South 0 degrees 24' East 30 feet; thence North 89 degrees 04' East, parallel with said South line of Section 3, 621.5 feet, more or less, to the Westerly line of said Highway; thence Southerly along the Westerly line of said highway, a distance of 100 feet, more or less, to the point of beginning.

Tax Account No: 3606 003CC 00600

STATE OF OREGON:	COUNTY	OF KLAMATH	cc

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed fo	or record at requ		*** C ** ** ** ** ** ** ** **			the	22nd	dav
of	April	A.D., 19 <u>94</u>	at 11:31	_ o'clock _	AM., and duly	recorded in Vo	ol. M94	uay
		ofMo	ortgages		on Page <u>12087</u>	·		
FEE	\$20.00				lyn Biehn			