

**TRUST NEED**

Vol. ma4 Page **39006**

**WITNESSETH:**

SEE ATTACHED LEGAL DESCRIPTION ON EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTY-FIVE THOUSAND AND NO./100 Dollars with interest thereon according to the terms of a promissory note;

not on other paid, to be due and payable \_\_\_\_\_ May 30, 1995.

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. Should the grantor elect to prepay, or to actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary thereof, the beneficiary's option\*, all obligations secured by this instrument, in respect of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earned money agreement\*\* does not constitute a sale, conveyance or assignment.

\_\_\_\_\_  
 \_\_\_\_\_, grantor's agent, to whom all notices and communications should be addressed.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and to make any 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.

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 \$ not requiring payment of premium by the beneficiary; with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary.

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

ment, beneficiary may, at its option, make payments secured hereby, together with the obligation described in paragraph 6 and 7 of this trust deed, shall be added to and secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments the debt secured by this trust deed, without waiver of any rights as well as the grantor, shall be bound to the same extent that they are with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are with interest as aforesaid, the property hereinbefore described, and all such payments shall be immediately due and payable without notice.

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.

and in any suit, action or proceeding in which it is beneficially interested, shall pay all costs and expenses, including attorney's fees; the amount of attorney's fees to be paid shall be fixed by the trial court and in the event of an appeal from any judgment or decree mentioned in this paragraph 7 in all cases shall be fixed by the appellate court and in the event of an appeal from any judgment or decree so affirmed by the appellate 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.

It is mutually agreed that:

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 organized under the laws of the United States, a title insurance company authorized to insure title to real property in Oregon or an assignee of any of the foregoing, or an assignee licensed under ORS 696.505 to 696.585.

cr savings and loan association authorized to do business under the laws of the State of California, and its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under this act to conduct property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under this act to conduct

\*\*WARNING: 12 USC 1701j-3 regulates and may prohibit the exercise of this option.

\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

PROPERTY OF THE STATE OF CALIFORNIA  
 WARNING: 12 USC 1701j-3 regulates and may prohibit the publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

## STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the day of \_\_\_\_\_, 19\_\_\_\_.

at ..... o'clock ..... M., and recorded  
in book/reel/volume No. .... on

page ..... or as fee/file/instru-  
ment/microfilm/reception No.....

Record of ..... of said County  
Witness my hand and seal on

County affixed.

1997

----- TITLE -----

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EXHIBIT "A"  
LEGAL DESCRIPTION

The SE1/4 NW1/4 Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM those parcels conveyed to El Paso Natural Gas Company recorded October 12, 1961, Deed Volume 333 at page 145, Deed Records, Deed Volume 348 at page 405, recorded October 3, 1963, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed unto Klamath County by Deed recorded March 3, 1994 in Volume M94, page 6673 and re-recorded March 11, 1994 in Volume M94 at page 7541, both Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 28th day  
of Dec A.D., 19 94 at 3:07 o'clock P. M. and duly recorded in Vol. M94,  
of Mortgages on Page 39006.

FEE \$20.00

Evelyn Biehn County Clerk

By Douglas Middleton