TAX STATEMENT TO: CLERK'S STAMP: REFURN TO: MICHAEL P. RUDD R MALD and 3 ISAN BOND 3704 Boardman 411 Pine St. Klamath Falls, OR 97601 Klamath Falls, OR 97603

TRU! T DEED

DATE:

January _ 6__, 1995

PARTTES:

Ronald E. and Susan A. Bond

GRANTOR

3704 Boardman

Klamath Falls, OR 17603

Michael P. Rudd

TRUSTEE

411 Pine Street

Klamath Falls, OR 97601

Lila Pearl Murphy 1992

BENEFICIARY

Family Frust

2241 Wantland Klamath Falls, OR 37601

RECITALS:

Grantom is the owner of real property described as:

Lot 19 in Block 4 of Altamont Acres, according to the official plat on file in the Office of the County Clerk of Klamath County, Oregon

including all appurtenances, but dings and existing or future improvements located thereon and all fixtures and attachments thereto, a. of which real property is hereinafter referred to as "the Taust Property."

B. Beneficiary has agreed to lend to Grantor and Grantor has agreed to borrow from Beneficiary, the num of \$25,000.30 upon the terms and conditions set out herein and in a promissory note (the Note) dated concurrently with this Trust Deed with the final payment due on the 1st day of May, 2010, which is the maturity date of this Trust Deed. Grantor has agreed to deed to Trustee the Chust Property to secure punctual payment of the Note and any other indebtedness owing by Grantor to Beneficiary and to secure performance of all of Grantor's obligations under the Note, under this Trust Deed and under any other instruments evidencing an indebtedness of Grantor to Beneficiary.

THEREFORE, to secure payment by Grantor of the indebtedness to be evidenced by the Note in strict accordance with its terms, including payment of interest thereon and payment of any prepayment penalty for which provision is made in the Note, and performance by Grantor of the covenants contained herein and in the Note by it to be performed, and to secure payment of any other indettedness of Grantor to Beneficiary which arises directly or indirectly out of the Note or this Trust Deed, Grantor hereby grants, bargains, sells and conveys to the Trustee, in trust, with power of sale, the Trust Property and presently assigns the rents, revenues, income, issues and profits therefrom to the Trustee, its successors and its assigns, upon the terms set forth herein.

PROVIDED, 30WB/ER, that intil the occurrence of an event of default, Grantor may remain in control of and operate and manage the Trust Property and collect and enjoy the rents, revenues, in 100ms, issues and profits therefrom; and

enjcy the rents, revenues, in long, issues and profits therefrom; and

PROVIDED, FURTHER, that if Grantor shall make all payments for which

provision is made in the Note in struct accordance with the terms thereof and shall perform

all of the covenants contained herein, and shall make all payments due on any other

indebtedness and shall perform all of the covenants contained in the Note and this Trust Deec, then Trustee shall execute and delive to Grantor, without warranty, a reconveyance of the Trust Property.

The parties comenant and agree as follows:

GRANTOR'S CONFIDENTS AND WERRANTIES SECTION 1.

1.1 Payment of the Note. Grantor will make all payments of the interest and principal for which provision is made in the Note, and in any note or notes given in renewal or replacement thereof, promptly as such payments become due and payable and will pay the unpaid balance of the Note upon maturity.

1.2 Warranty of Title. Grantor warrants that it holds good and merchantable title to the Trus: Property subject to no liens or encumbrances other than those set forth on Exhibit B hereo. Grantor transparts with Repeticiary that it will defend

set forth on Exhibit B hereto. Grantor govenants with Beneficiary that it will defend Beneficiary's and Trustee's rights hereunder against the claims and demands of all persons.

1.3 Use of Lym Proceeds Grantor warrants that the proceeds of the loan represented by the Note and that Trust Deed are not to be used for Grantor's personal, family, household or agricultural purposes. The proceeds are to be used for business or commercial purposes other than agricultural purposes.

1.4 Use of Thist Property. Grantor covenants and warrants that the Trust Property is not currently used for agricultural, timber or grazing purposes. Grantor further covenants and warrants that the current use of the Trust Property is in compliance with all

laws, ordinances and regulations of all gover mental authorities.

1.5 Taxes a(d) segments: Liens and Claims.
1.5.1 Priment. Grintor shall pay, when due, all taxes and all assessments imposed against the Trust Propert, and all claims and demands arising from the

assessments imposed against the Trust Property and all claims and demands arising from the Grantor's use or occupancy of the frust Property.

1.5.2 Pritection of the Trust Property From Liens. Grantor shall not permit any lien prior or equal to the Trust Property From Liens. Grantor shall property, except liens for taxes in assessments assessed but not yet due.

1.5.3 Grantor's Right to contest. Grantor may withhold payment of any taxes, assessments, claims or lemands or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest its obligation to pay and for so long as the Trustee's interest if the Trust Property is not jeopardized. If the Trust Property is subjected to a lien which is not discharged within thirty (30) days from the date Property is subjected to a lien which is not discharged within thirty (30) days from the date that the notice of claim of line s filed, Grantor shall deposit or cause to be deposited with Beneficiary cash, a sufficient corporate surety bond or other security reasonably satisfactory to Beneficiary in an amount adequate to provide for discharge of the lien plus any interest, cost, attorney fers or other charges that could accrue as a result of foreclosure or sale. In any contest Grantor shall, at Grantor's expense, defend itself, Trustee and Beneficiary and shall satisfy any final adverse judgment before enforcement

against the Trust Property.

1.5.4 Ev. lence of Payment of Taxes or assessments. Upon payment of real property taxes and assessments. Grantor shall furnish to Beneficiary evidence of payment of such taxes and assessments. Grantor hereby authorizes the appropriate city or county official to deliver to Trustee and Beneficiary at any time a written statement of the taxes and assessments against the Trust Property.

1.6 <u>Insurance</u>. Grantor shall procure and maintain 1.6.1 Property Instrance. policies of fire insurance with standard extended coverage endorsements on a replacement cost basis covering all building and improvements, including additions thereto and replacements thereof, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Beneficiary. The amount of insurance shall, in no event, be less than the amount of principal cwed on the Note.

or principal cwed on the Note.

1.6.2 In urance companies, Policies and Certificates. Both the insurance company providing the policy required by this Section 1.6 and the form of the policy must be acceptable to Bereficiary. Grantor shall deliver to Beneficiary a certificate of coverage from the insurer issuing the policy required by paragraph 1.6.1 containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days advance written notice to Beneficiary. Grantor shall deliver to Beneficiary at least 10 days prior to the expiration of any insurance policy required by this Section 1.6 a certificate showing the placement of a required or substitute policy of insurance.

showing the placement of a renowa) or substitute policy of insurance.

1.6.3 Notice of lass. In the event of loss, Grantor shall immediately notify Beneficiary which may make proof of loss if it is not made promptly by

1.6.4 Insurance Proceeds. Insurance proceeds shall be paid directly to Beneficiary which may deal directly with any insurance company. If Beneficiary, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Beneficiary, either: (i) be retained and applied by Beneficiary toward payment of all or part of the indebtedness secres by this frust Deed in such order as Beneficiary may determine without record to whether or not the security of Pereficiary is impaired or //iii determine, without regard to whether or not the security of Beneficiary is impaired, or (ii) be paid over wholly or in part to the Grantor upon such conditions as Beneficiary may determine for the repair of buildings or improvements located on the Trust Property or for the frection of new buildings or improvements in their place or for any other purpose or object satisfactory to Beneficiary. If Beneficiary elects to pay all or a portion of the insurance proceeds to Grantor. Beneficiary shall not be obligated to see to the proper object satisfactory to Beneficiary. If Beneficiary elects to pay all or a portion of the insurance proceeds to Grantor Beneficiary shall not be obligated to see to the proper insurance proceeds application or any amount paid to Grantor.

1.7 Use, Ma nt nance and literations.

1.7.1 Duty to Maintain. Grantor shall maintain the Trust Property in good condition and repair and promptly pen form all repairs and maintenance necessary to

preserve its value.

1.7.2 <u>Waste; Ny isance</u>. Granter shall not conduct or permit any nuisance on the trust Property no: commit or suffer any strip or waste thereof.

1.7.3 <u>lens val of Improvements</u>. Granter shall not demolish or remove any improvements on the Trust Property without prior written consent of Beneficiary but Grantor may make alterations which it deems recessary for the purpose of renting the Trust Property.

1.7.4 <u>Bereficiary's Fight to Enter and Inspect</u>. Grantor will permit Beneficiary and its agents to enter upon the Trust Property at all reasonable times to inspect the Trust Property.

1.7.5 <u>Compliance with Governmental Requirements</u>. Grantor shall property with all long and its agents of the complex with all long and its agents.

1.7.5 <u>Compliance with Governmental Requirements</u>. Grantor shall promptly comply with all laws, or innances and regulations of all governmental authorities applicable to the use or occupancy of the Trust Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's and Trustee's interests in the Trust Property are not jeopardized.

1.8 Eminen: <u>temain</u> 1.8 I jot ce of Taking or Condemnation Proceeding. If the Trust perty, or any part thereof or interest therein, should be taken or damaged by reasons of public improvement or condemnation proceeding, or if Grantor should receive any notice or other information regarding a condemnation proceeding or similar type of proceeding,

Grant or shall immediately notify Heneficiary.

1.8.2 For temperation by oceeds. Beneficiary shall be entitled to all compensation, awards and other payment or relief related to condemnation, and shall be entitled at its sole option to commence, appear in and prosecute in its own name any such

shall also be entitled to make any compromise or action or proceeding. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds awared to Grantor (Condemnation Proceeds) are hereby assigned to Buneficiary and Grantor agree: to execute such further assignments of the condemnation Benediciary shall have the option, in its sole and Proceeds as Beneficiary may require. absolute discretion, to either:

(a) apply such Condernation Proceeds, after deducting therefrom all costn and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorne, fees incorred by Beneficiary in connection with such Condemnation Proceeds, upon all :r part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Benediciary is impaired, or

(b) apply all of such Condemnation Proceeds, after deducting all of Benediciary's costs and expenses, to the restoration of the Trust Property upon such conditions as Beneficiary may determine.

Reports.

1.9.1 De: ult. Grantor shall furnish to Beneficiary notice of any

default on its part under any lease affecting the Trust Property.

1.9.2 Centificates of Lessee(s). Upon request of Beneficiary, and not more often than annually, Grantor will furnish to Beneficiary a certificate from each lessee of any portion of the Trust Property stating, if true, that the landlord (Grantor) is not an default under such lesse, and that restal is current and has not been paid more than 60 days in advance 60 days in advance.

1.9.3 Lenses. Grantor will furnish to Beneficiary, upon request, copies of leases covering any portion of the Trust Property entered into after the date hereof.

1.10 <u>Security Agreement</u>. This instrument shall constitute a security agreement with respect to any fixtures attached to the Trust Property to secure all

security agreement with respect to any fixtures attached to the Trust Property to secure all indebtedness and obligations secured by this Trust Deed and all future advances and all future indebtedness and obligations of Grantor to Beneficiary. This instrument shall also constitute a financing statement and shall be filed for recording in the real estate records of the county where the Trust Property is located.

1.11

Registres. If Grantor has failed to perform its obligations under Sections 1.5 or 1.6 of this Trust Deed Beneficiary may require Grantor to maintain with Beneficiary reserves for payment of times, assessments and insurance premiums. The reserve shall be created by monthly payment of a sum estimated by Beneficiary to be sufficient to produce, at least 15 days before due, an amount equal to the taxes, assessments and insurance premiums. If 15 days before payment is due the reserve is insufficient. and insurance premiums. If 15 days before payment is due the reserve is insufficient, Grantor shall pay any deficiency to Beneficiary upon demand. The reserve shall be held by Beneficiary as a general deposit from Grantor and shall constitute a non-interest bearing debt from Beneficiary to Gran: or which Beneficiary may satisfy by payment of the taxes and assessments. If Beneficiary is required by law to pay interest on these funds they shall earn interest at the lowest permissible rate, and Beneficiary may impose any reasonable and lawful charge for holding and dispursing such funds. Nothing contained herein shall cause benediciary to be deemed a trusted of the reserve or to be obligated to pay any amounts in excens of the amount of funds deposited with Beneficiary pursuant to this Section.

EVENTS OF DEFAULT

The following shall constitute events of default:

2.1 Nonpa/ment. Failure of grantor to make any payment required by the Note or to make any payment for tikes, insurance premiums or for reserves for such payments, or any other payment necessary to prevent folling of or discharge of any lien within 10 days after written notice by Beneficiary (or Bereficiary's agents) of any such nonpayment. No notice by Beneficiary shall be required for nonpayment if during the preceding 12 calendar months Beneficiary has sent notice to Grantor concerning any nonpayment hereunder.

2.2 Breach c. Other Corenant. Failure of Grantor to perform any

months beneficiary has sent notice to grants; concerning any nonpayment hereunder.

2.2 Breach c. Other Circunat. Failure of Grantor to perform any obligation contained in this Trust Deed within 30 days after notice from Beneficiary (or Beneficiary's representative) specifying the nature of the default or, if the default cannot be circularly action. No notice of default and opportunity to cure shall be required if during the preceding 12 calendar months Exheficiary has already sent a notice to Grantor recognizing default in performance of the care objection. concerning default in performance of the same obligation.

2.3 Misinformation. Fallity in any material respect of the warranty in paragraph 1.2 or of any representation, warranty or information furnished to Beneficiary in connection with the Note or this Trust Deed.

2.4 Other Obligation. Failure of Grantor to perform any obligation required by any other instrument (i.e., other than the Note or this Trust Deed) evidencing or securing any indebtedness of Grantor to Saneficiary.

2.5 Sale or Transfer of Possession. The sale or transfer of possession of the Trust Property or any part thereof in any manner by Grantor, whether by deed, contract.

of sile, lease or similar agreement, without the prior written consent of Beneficiary. of sale, lease or similar agreement, without the prior written consent of Beneficiary. The execution and delivery by the (ractor of any oint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument whereunder any other person may become entitled, directly or indirectly, to the possession or enjoyment of the Trust Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a sale or transfer of Crantor's interest in the Trust Property for the purposes of this section. Grantor acknowledges that the loan secured by this Trust Deed is personal to Grantor and that in making it Beneficiary has relied on Grantor's credit, Grantor's interest in the Trust Property and financial market conditions at the time this loan is made. loan is made.

Certain Tixes. This subsection shall apply to the following state 2.6

taxes:

A opecific tax on mortgages, trust deeds, secured indebtedness (a)

TRUST DEED

or any part of the indebtedness secured by this Trust Dead. h specific tax on the Grantor of property subject to a trust (b) deed which the taxpayer is authorized or required to deduct from payments on the trust deed. (c) htix on property chargeable against the beneficiary or trustee under a trust deed or holder of the note secured thereby. A specific tax on all or any portion of the indebtedness or on (d) payments of principal and interest made by Grantor.

If any state tax to which the subsection applies is enacted after the date of this Trust Deed, enactment of the tax shall constitute an event of default unless the following conditions are met: Grantor ray lawfully pay the tax or charge imposed by the (i) state tax without causing any resulting ronomic disadvantage or increase of tax to Beneficiary or Trustee, and gii Grantor pays or agrees to pay the tax or charge within 30 days after notice from Benefic ary or Trustee that the tax law has been enacted.

In the event of a default under this paragraph 2.6, and notwithstanding any other provision of the late or this Trust Deed, no prepayment penalty shall be payable. REMEDIES IN CASH OF DEFAULT If an event of (bfault shall occur, Beneficiary or Trustee, as the case may be, may exercise any of the following rights and remedies, in additions to any other remedies which may be available at law, in equity, or otherwise: Accelerat on. Beneficiary may declare all sums secured by this Trust 3.1 Deed, including all interest and prepayment penalties, to be immediately due and payable.

3.2 <u>Books incl Records</u>. Heneficiary may examine all books, records and contracts of Grantor pertaining to the Trust Property and of any guarantors and make such memoranda thereof as may be desired. memoranda thereor as may be destrat.

3.3 Receiver. Beneficiary may have a receiver of the Trust Property appointed. Beneficiary shall be shittled to the appointment of a receiver as a matter of right whether o not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Exployment by Trustee or Beneficiary shall not disqualify a person from serving as receive: Grantor waives all defenses and consents to the appointment of a receiver at Beneficiary soption.

Repetition may be destrate. Beneficiary may have a receiver of the Trust Property

3.4 Posse sin 1. Beneficiary may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Trust Property, and Grantor

shal, peaceably surrender the same.

shall peaceably surrender the sant.

3.5 Rents and Revenues Beneficiary may revoke Grantor's right to collect the rents and revenues from the Trust Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Beneficiary may notify Grantor's tenants to pay rents directly to it. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this paragraph 3.5. If rents are collected by Beneficiary under this paragraph 3.5, Grantor hereby irrevocably designates Beneficiary as Grantor's attorney in-fact to endorse instruments received in payment of rent, in respect of any part of the Trust Property, in the name of Grantor and to negotiate such instruments and collect the proceeds thereof.

3.6 Foreclosice. Beneficiary may obtain a decree foreclosing Grantor's interest in all or any part of the Trust Property.

interest in all or any part of the Trust Property.

3.7 <u>Fixtures and Personal Property</u>. With respect to any fixtures or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform commercial Code.

3.8 Abandon Sacurity. Simeficiary may abandon any security afforded by this Trust Dead or any other security instrument by notifying Grantor of Beneficiary's election to do so.

3.9 <u>Power of Sale</u>. Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and exercise of the power of sale under applicable law.

3.10 Sale of pllateral; 3id at Public Fale. In exercising its rights a remedies, Beneficiary shall be free to sell all or any part of the collateral together or separately, or to sell certain portions of its collateral and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral.

3.11 <u>Cumulative Remedies</u>. Election to pursue one remedy shall not exclude resort to any other remedy, and, unless the context otherwise requires, all remedies under this Trust Deed are cumulative and not exclusive. An election to cure under paragraph 6.7 shall neither prejudice the right to declare a default nor constitute a waiver of the breached term or of any of the recedies provided herein. No delay or omission in exercising any right or remedy shall impair that or any other right to remedy or shall be construed to be a waiver of the default.

RECEIVER OR THE STEE-IN-POSSESSION Upon taking possession of all or any part of the Trust Property, a receiver or Trustee on Beneficiary or Beneficiary's representative may: SECTION 4.

4.1 <u>Management</u>. Use, of erate, manage, control and conduct business on the Trust Property and make of conditures for such purposes and for maintenance and improvements as in its judgment are necessary.

4.2 Renth and Revenues. Collect all rents, revenues, income, issues and profits from the Trust Property and apply such sums to the expenses of use, operation, management, maintenance and improvements.

4.3 Construction. At its option, complete any construction in progress on the Trust Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans and specifications as it deems appropriate.

4.4 Additional Indebterness. If the revenues produced by the trust Property are insufficient to pay expanses, including, without limitation, any disbursements made by Beneficiary or Trustee pursuant to this Section 4, a receiver may borrow, or Beneficiary or Trustee may advance, such sure upon such terms as it deems necessary for the purposes stated in this Section, and repayment of such sums shall be secured by this Trust Dated. Amounts borrowed or advanced shall beer interest at a rate equal to the lesser of 7.5% per annum or the highest rate permitted by applicable law. Amounts borrowed or advanced and interest thereof shall be payable by Granto to Beneficiary or Trustee on demand.

SECTION 5. APPLICATION OF PROCEEDS

All proceeds realized from the exercise of the rights and remedies under

Sections 3 and 4 shall be applied as follows:

5.1 Costs and Expenses. To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses provided for in paragraph

which is secured by this $\frac{30.3e^{1.001}ees}{40.15}$. The To pay all other amounts owed by Grantor, payment of

5.3 $\leq \frac{1}{2} \leq \frac{1}{2} = \frac{1}{2}$ legally entithed thereto.

SECTION 6. GENERAL PROVIS ONS

Shorton 6.1 Reconvey nce Upon layment. Upon written request of Beneficiary stating that all sums secured hereby have seen paid, surrender of this Trust Deed and the Note to Trustee for cancellation and retainton and payment of its fees, Trustee shall reconvey, without warranty, the Trust Property then held hereunder. The recitals in any reconveyance executed under this Trust Deed of any matters of facts shall be conclusive proof of the truthfulness thereof. of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6.2 Substitute Trustee. In the event of dissolution or resignation of the Trustee, Geneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee shall succeed to all of the powers and duties of prior

trustees.

- 6.3 Trust Deed Binding 11 Successors and Assigns. This Trust Deed shall be binding on and insure to the banefit of the successors and assigns of Grantor, Trustee and Beneficiary.
- Indemnity. Grantor shall hold beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorney fees and court costs, in any suit, action or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary ownership of the Note or Trustee's interest under this Trust Deed, except suits, actions and proceedings based upon a claim that Beneficiary or Trustse improperly entered into this Trust Deed or Note or loaned money thereunder.
- 6.5 Notice. Any notice under this Trust Deed shall be in writing. Any notice to be given or document to be delivered under this Trust Deed shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address first stated in this Trust Deed; provided that any notice pursuant to exercise of the Trustee's power of sale in the evan policable to exercise sufficient if such notice complies with all provisions of Oregon law applicable to exercise of such powers of sale. Any party may, by notice to the others, designate a different address.
- 6.6 Expenses and Attornes Fees. In the event that Beneficiary or Trustee shall take any action, judicial at otherwise, to enforce the Note or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Trust Property, Trustee or Beneficiary (or both) shall be estitled to secover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, and its attorney fees, whether incurred in a suit or action or any appeals from a judgment or decree therein or petition for review, or in connection with unjudicial action.

6.7 <u>Beneficiary's Right to Cure</u>. If Grantor fails to perform any obligation required of it under this Trust had, Beneficiary may, without notice, take any steps necessary to remedy such failure. Gran or shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to the lesser of 7.5% percent per annum or the highest rate permitted by applicable law from the date of expenditure until repaid. Such action by Benefician, shall not constitute a waiver of the default or any other

right or remedy which Benefic ary may have on account of Grantor's default.

6.8 Applicable Law. This Trust Deed shall be governed by the laws of the State of Oregon.

6.9 <u>Time of Hissence</u>. Time is of the essence of this Trust Deed.
6.10 <u>Headings</u>. The headings to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defiring, diminishing or enlarging the rights of the parties or affecting the construction

or interpretation of any portion of this Trust Deed.

11 Severnoil ty. If any provision of this Trust Deed shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Trust Deed, but this Trust Deed shall be construed

as if such invalid, illegal or unenforceable provision had never been contained herein.

5.12 Entire Act sement. This Trust Deed and the Note contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the Note shall be binding or valid.

IN WITNESS (HEREOF, Grantor has caused this Trust Deed to be executed as of the day and year first above written.
Susan a. Bond
Honald EBond
STATE OF OREGON)
County of Klamath)
This instrument was anknowledged before me on the day of January, 1995, by Ronald E. Bond and Susan A. Bond. Notary Fublic for Oregon My Commission expires: 3-5-97
OFFICIAL SEAL BAHBARA L. MASTERS NOTA RPY PUBLIC - OREGON GOM MISSION NO. 021893 20MM99 PROPER FEB 05, 1997
STATE OF OREGON: COUNTY OF KLAM/ TH: ss.
Filed for record it request of B1 and sness & Brandsness the the 11th day of A.D., 19 15 at 9:55 oclock A M. and duly recorded in Vol M95 on Page 763 Bernetha G. Letsch County Clerk
FEE \$35.00 By Quillow Mullendre