THIS TRUST DEED, made this 18 day of April 19 95, between Jason L. Tolleson and Tiona L. Tolleson, husband and wife as Grantor, Josephine-Crater Title Companies, Inc., an Oregon corporation as Trustee, and Vernon G. Ludwig and Ofelia Ludwig, husband and wife, or the survivor as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in	ORM No. 881 - Oregon Trust Deed IC	i Saries - TRUST DEED (Assignment)		COPYRIGHT 1994 STEVENS-NESS LAW	PUBLISHING CO., PORTLAND, OR \$7204
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end, beneficiary may, at its option, make payment thereof, and the amount so paid, with inest at the rate set forth in the note used hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, without waiver of any rights arising from brench of any of the covenants hereof and for such payments, the interest as aforesaid, the property hereinbefore described, as well as the greator, shall be bound to the same extent that they are und for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, de the monagement thereof shall, at the option of the beneficiary, render all surns secured by this trust deed and constitute a breach of this trust deed. 6. To pay all costs, feet and expenses of this trust including the cost of title search as well as the other costs and expenses of the state increased in connection with or in enforcing the obligation and trustsels and externey's less actually incurred. 6. To pay all costs, deet and expenses of this trust including the cost of title search as well as the other costs and expenses of the state increased in connection with or in enforcing the obligation and trustsels and externey's less actually incurred. 6. To pay all costs, deet and expenses of this trust including the cost of title search as well as the other costs and expenses of the state increased in connection with or in enforcing the obligation and trustsels and extensely less actually incurred. 6. To pay all costs, deet and expenses of this trust including the cost of title search as well as the other costs and expenses of the state observed in connection with or in enforcing the obligation and trustsels as well as the other costs and expenses of the state of this other. 7. To pay all costs, and expenses, including evidence of title search as well as the other costs and expenses of the incurrent and expenses and pay all costs and expenses. Including evidence of title and the beneficiary of trustsels alternately le	omptly deliver receipts t	herefor to beneficiary; should	the grantor fail to make ;	payment of any taxes, assessment	ts, insurance premiums,
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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less incressarily paid or incurred by frantor in such proceedings, shall be paid to beneficiary and applied by it lifet upon any reasonable costs and expenses and attorney's less, both in such proceedings, shall be paid to be made the pay to be medicary in such proceedings, and the balance applied upon the indebtedness secured hereby; and frantor agrees, at its own expense, to take such actions and execute such instruments as chall be necessary in obtaining such compensation, promptly upon beneficiary's request, hemiciliary, payment of its leve and presentation of this deed and the object of the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in grant gav esceneric or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge the indebtedness, trustee may all or any part of the property. The frantee in any reconvey metry (b) join in fault gav expenses of the property or any part of veries (b) and payment of the property or any part of veries (b) in this paragraph shall be not less than \$5.

10. Upon any default by frantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receive to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and the and may be applied to the property of any part of veries (in this paragraph shall be not less than \$5.

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

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 it 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 heits, legates, 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 construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it 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.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

s such word is defined in the frum-in-tending Art and seguration.  Tiona L. Tolleson sclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent.	Polleson
STATE OF OREGON, County of Jackson ss.  This instrument was acknowledged before me on Ap.  This instrument was acknowledged before me on Ap.  This instrument was acknowledged before acknowledged before me on Ap.	ril <i>13</i> , ₁₉ 95
TAMMYTEREMENT TO INC SON AND TIONA II. TO ITES II.  TAMMYTEREMENT TO ITES III. TO I	, 19
1 DEFICIAL SEAL J	<u> </u>
NOTAL SLIC - OREGON S COMMINION NO. 035626 NY COMMISSION EXPRES AND 17, 1990 S My commission express	otary Public for Oregor

ar just in the	REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)
<i>TO</i> :	, Trustee
deed have been fully pa trust deed or pursuant t together with the trust (	is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the tru iid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of ti to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewi deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate no
	ame. Mail reconveyance and documents to

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

refer e lando Lada e Georgijstoje istoje

* n di

Beneficiary

## EXHIBIT "A" LEGAL DESCRIPTION

A tract of land lying in the N1/2 of the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies North 89 degrees 49' West along the quarter line, a distance of 976.04 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 6 degrees 02' West a distance of 240.3 feet to an iron pin which is the true point of beginning; thence continuing South 6 degrees 02' West a distance of 270 feet; thence North 89 degrees 49' West a distance of 625.1 feet, more or less, to an iron pin which lies on the Easterly right of way line of the New Dalles-California Highway; thence North 11 degrees 36' West following the Easterly right of way line of the New Dalles-California Highway to an iron pin; which pin lies North 89 degrees 49' West a distance of 708.6 feet from the said true point of beginning; thence South 89 degrees 49' East a distance of 708.6 feet to the said true point of beginning.

STATE	OF	OREGON:	COUNTY	OFKI	AMATH: ss.

Filed for	r record at request of	Mountain Title Comp	any	the 19th	day
of	April April	_A.D., 19 <u>95</u> at <u>3:54</u>	o'clock P M., and	duly recorded in Vol. M95	
	C	of Mortgages	on_Rage	9911 .	
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