

MT38421 MS

TRUST DEED

THIS TRUST DEED, made on JUNE 18, 1995 between
 KENNY D. WALLS and KAREN L. WALLS, as tenants by the entirety, as Grantor,
 AMERITITLE, as Trustee, and
 VERNON G. LUDWIG AND OFELIA LUDWIG, or the survivor thereof, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with
 power of sale, the property in Klamath County, Oregon, described as:

TRACT NO. 11 OF TOWNSEAD PLATS, ACCORDING TO THE OFFICIAL PLAT THEREOF
 ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise
 now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection
 with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of
 THIRTY SIX THOUSAND FIVE HUNDRED Dollars, with interest thereon
 according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the
 final payment of principal and interest hereof, if not sooner paid, to be due and payable per terms of note

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
 sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
 then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or
 herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or im-
 provement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed,
 damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary
 so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require
 and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or
 searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises 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 the full insurable value,
 written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the
 beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the
 beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the
 beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by
 beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the
 entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive and
 default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or
 assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and
 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance
 premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to
 make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth
 in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become
 a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for
 such payments, with interest as aforesaid, the property hereby before described, as well as the grantor, shall be bound to the same
 extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and
 payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed
 immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed 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.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and
 in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,
 to pay all costs and expenses, including expense of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's
 fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgement or
 decrees of the trial 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 on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary
 shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are

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, or savings and loan association authorized to do business under the laws of Oregon or the United
 States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches,
 the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

TRUST DEED

KENNY D. WALLS and KAREN L. WALLS
 3812 BOARDMAN AVENUE
 Klamath Falls, OR 97603

Grantor
 VERNON G. LUDWIG AND OFELIA LUDWIG
 2305 ASHLAND STREET, #C-183
 ASHLAND, OR 97520

Beneficiary

After recording return to: ESCROW NO. MT38421-MS

Version 00013
 2305 Ashland Street, #C-183
 Ashland, OR 97520

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 beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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 beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, 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 said property; (b) join in granting any easement 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 regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said 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 attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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 his 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 at his election may 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 his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law 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 prior to 5 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 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 said sale may be postponed as provided by law. The trustee may sell said 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 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, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary 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 beneficiary, 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 notify 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 forever defend the same against all persons whosoever.

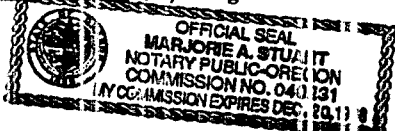
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family, or household purposes [NOTICE: Line out the warranty that does not apply]

(b) for other purposes, to wit: 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 construing this mortgage, it is understood that the mortgagor or mortgagee may 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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.



Kenny D. Walls
Kenny D. Walls
Karen L. Walls
KAREN L. WALLS

STATE OF OREGON, County of Klamath, ss.

This instrument was acknowledged before me on June 28, 1996

By Kenny D. Walls and Karen L. Walls

My Commission Expires 12/23/98

Marjorie A. Stuart
Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE (to be used only when obligations have been paid)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:

DATED: _____, 19____

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.

Beneficiary

19072

INSURANCE COVERAGE DISCLOSURE

This insurance coverage disclosure is provided by the following lending institution/lender/seller to the following mortgage/borrower/purchaser:

VERNON G. LUDWIG & OFELIA LUDWIG

LENDING INSTITUTION/LENDER/SELLER

KENNY D. WALLS & KAREN L. WALLS

MORTGAGOR/BORROWER/PURCHASER

Address 2305 Ashland Street, #C-183

Ashland, OR 97520

Address 3832 Boardman Avenue

Klamath Falls, OR 97603

In accordance with ORS 746.20 (2), the lending institution/lender/seller (referred to below as "we" or "us") hereby furnishes the following notice to the mortgage/borrower/purchaser (referred to below as "you" or "your"):

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Dated this 18th day of June, 1996

Vernon G. Ludwig
LENDING INSTITUTION/LENDER/SELLER

By* Vernon G. Ludwig

Title

Kenny D. Walls
MORTGAGOR/BORROWER/PURCHASER

By* Kenny D. Walls

Title

Ofelia Ludwig
LENDING INSTITUTION/LENDER/SELLER

By* Ofelia Ludwig

Title

Karen L. Walls
MORTGAGOR/BORROWER/PURCHASER

By* Karen L. Walls

Title

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 26th day of June, 1996 at 3:52 o'clock PM, and duly recorded in Vol. M96 of Mortgage on Page 19070.

FEE: \$20.00

Bernetha G. Leisch, County Clerk

By *C. Leisch*

96 JUN 26 P 3:52

LOCAL NO. 64		HEALTH DEPARTMENT ENTER FORM CERTIFIC		STATE FILE NUMBER	
1. DECEASED'S FIRST NAME James		2. DATE OF DEATH (Month, Day, Year) May 6, 1995		3. PLACE OF DEATH (City, State, Country) De Queen, Arkansas	
4. SOCIAL SECURITY NUMBER 131-36-4925		5. AGE (Years, Months, Days) 66		6. DATE OF BIRTH (Month, Day, Year) June 19, 1928	
7. DECEASED'S USUAL OCCUPATION Rancher		8. PLACE OF DEATH (Check one) <input type="checkbox"/> Hospital <input type="checkbox"/> Home <input type="checkbox"/> Other (Specify) Cattle Ranch		9. CITY, TOWN, OR LOCATION OF DEATH Prineville	
10. DECEASED'S USUAL OCCUPATION (If not instruction, give it as it is) 835332 Salt Creek		11. KIND OF BUSINESS INDUSTRY Cattle Industry		12. SPOUSE (If Married, Widowed, Divorced, etc. (Specify)) Married	
13. RESIDENCE - STATE Oregon		14. COUNTY Crook		15. CITY, TOWN, OR LOCATION Powell Butte	
16. IN SIDE CITY (Y/N) No		17. ZIP CODE 97753		18. DECEASED'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (1-12) 8	
19. FATHER - NAME first middle last James Samuel Stafford		20. MOTHER - NAME first middle last Bertie Chandler		21. INFORMANT - NAME and relationship to deceased Dawn Stafford - Wife	
22. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		23. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Powell Butte Cemetery		24. LOCATION - City or Town, State Powell Butte, Oregon	
25. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		26. NAME, ADDRESS AND ZIP OF FACILITY Prineville Funeral Home		27. REGISTRATION NUMBER 199 E. 10th Prineville, OR 97754	
28. DATE FILED (Month, Day, Year) MAY 10 1995		29. NO HOSPITAL REPRESENTATIVE MAKE REQUEST FOR AUTOMATICAL OFFER OF CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		30. DATE SIGNED (Month, Day, Year) May 6, '95	
31. TIME OF DEATH 1745 P.M.		32. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) May 6, '95 1755 P.M.		33. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>Evan L. Jones, M.D.</i>	
34. NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING PHYSICIAN Evan L. Jones, M.D., 911 N. Main St., Prineville, Oregon 97754		35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		36. DATE SIGNED (Month, Day, Year) May 3, '95	
37. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE IN LINE FOR (a), (b), AND (c)) (a) Arteriosclerotic Heart Disease (b) Sudden Collapse (c) Hypertension, Hyperlipidemia		38. AUTOPSY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		39. IF YES, were findings considered in determining cause of death? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	
40. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide		41. TIME OF INJURY N/A		42. DESCRIBE HOW INJURY OCCURRED	
43. LOCATION (Street and Number or Rural Route Number, City or Town, State)		44. LOCATION (Street and Number or Rural Route Number, City or Town, State)		45. LOCATION (Street and Number or Rural Route Number, City or Town, State)	

ORIGINAL VITAL STATISTICS COPY

45-2 Rev 11-82

THIS IS A TRUE AND FAITHFUL REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE CROOK COUNTY REGISTRAR.

DATE ISSUED: **May 12, 1995**Judy A. Berneth
JUDY A. BERNETH
COUNTY REGISTRAR
CROOK COUNTY, OREGON

STATE OF OREGON: COUNTY OF Klamath: ss.

Filed for record at request of meriTitle the 26th day
of June A.D., 1995 at 3:52 o'clock PM. and duly recorded in Vol. M96
of Deeds on Page 19073

FEE: \$10.00

Bernetha G. Letsch, County Clerk
By *[Signature]*