TRUST DEED

Vol. MOW Page 26147

THIS TRUST DEED, made on 082396, between

ALFRED L. EDGAR and JUDY A. EDGAR, husband and wife , as Grantor,

AMERITITLE

as Trustee, and

VINCENT M. MAZZIER AND FIORELLA DURIGHELLO, EACH AS TO AN UNDIVIDED 50% INTEREST, AS TEMANTS IN COMMON 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: SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singluar 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 THOUSAND** 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 August 23 1998.

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 threin or herein, shall become immediately due and payable.

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

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1. 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 Commerci 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 and for any reason to procure any such insurance and to deliver said policies to the beneficiary may procure same at grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary may procure same at grantor slat plant for any reason to procure any such insurance and to deliver said policies to the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policies to the beneficiary may procure same at grantor's expense. The amount collected under any fire or other in

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

ALFRED L. EDGAR and JUDY A. EDGAR 3370 LAKE FOREST ROAD CHILOQUIN, OR 97624

Grantor VINCENT M. MAZZIER & FIORELLA DURIGHELLO 19550 NORTH POE VALLEY ROAD KLAMATH FALLS, OR 97603

Beneficiary

After recording return to: AMERITITLE ESCROW NO. MT38930 MS 6TH STREET

KLAMATH FALLS, OR 97601 in excess of the amount required to pay all resemble costs, expenses and attracts? See necessarily paid or incurred by genuter in mah proceedings, all and populate counts, and expenses and approaches and any populate counts, and expenses and any populate counts, and expenses and any populate counts, and expenses and approaches and the states applying to free indebtechness society thereby. Any and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be note for endorsement (in case of full recordwyspaces, for cancellation), without affecting the liability of any person for the payment of the indebtechness, trustor may (a) consent to the making of my may no property. (b) point in granting any restriction thereon. (c) point in my subordination of dargerement expenses and property, and the rectallage theretain of any matterns agreement expenses and property, and the rectallage theretain of any matterns agreement expenses and the person to resulting any restriction thereon. (d) point may subordination of dargerement expenses and property of the payment of the indebtechness further than the property of the payment of the indebtechness further than the property of the payment of the payment of the payment of the indebtechness thereby excured, enter upon and take postession of said property or any part thereof, in its own name size or otherwise collect the retain, issues and profits, or the proceeds of first called the property of the indebtechness hereby secured, enter upon and take postession of said property or any part thereof, in its own name size or otherwise collect the retain, issues and profits, or the proceeds of first cluding these past due and upon and and apply the same, less costs and expenses of operation and collection, including reasonable and other insurance polices or compensation or awards for any identified any and the property of OFFICIAL SEAL
MARJORIE A. STUART
NOTARY PUBLIC-OREGON
COMMISSION NO. 040231
MYCCMMISSION EXPRESIBEC. 20, 1969 EDGAR EDGAR 77777 STATE OF OREGON, County of This instrument was acknowledged before me on ALFRED L. EDGAR and JUDY A. EDGAR h August 23, 1996

Dated this 23rd day of August

26149



INSURANCE COVERAGE DISCLOSURE

This insurance coverage gagor/borrower/purchaser:	disclosure is pr	rovided by	the following	lending	institution/lender/celler to the	£_11	.74
gagor/borrower/purchaser:	•		-	.4	montations render/sener to the	TOHOWING	mort-

Vincent M. Mazzier & Fiorella Durighello
LENDING INSTRUTION/LENDER/SELLER

Address 19550 North Poe Valley Road

Klamath Falls, OR 97603

Alfred L. Edgar & Judy A. Edgar

MORTGAGOR/BORROWER/PURCHASER

Address 3370 Lake Forest road

Chiloquin, OR 97624

In accordance with ORS 746.201(2), the lending institution/lender/seller (referred to below as "we" or "us") hereby furnishes the following notice to the mortgagor/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.

Vincent M. Mazzier

LENDING INSTITUTION/LENDER/SELLER

Alfred L. Edgar

MORTGAGOR/BORROWEB/BRICHASER

By* Line His attorney in fact

Title

Fiorella Durighello

LENDING INSTITUTION/LENDER/SELLER

By* Line His attorney in fact

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Tract 3 of "400 Subdivision", lying in the NE1/4 SE1/4 of Section 35 Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, SAVE AND EXCEPT drainage canal right of way conveyed to the United States of America, by deed recorded in Volume 105, page 607, Deed Records of Klamath County, Oregon, ALSO SAVING AND EXCEPTING the following:

Beginning at an iron pin which is West 843.0 feet and South 23.0 feet from the East quarter corner of said Section 35, said point being on the South boundary line of the grade farm road; thence East along said South boundary line, 75 feet; thence South 75 feet; thence West to a point on the Easterly right of way line of the Klamath Irrigation District Drain ditch, thence Northwesterly along said Easterly right of way line to a point on the South boundary line of said farm road; thence East along said South boundary line to the point of beginning.

STATE OF OREGON: COUNTY OF KLA	MATH: ss.	
The second of request of	AmeriTitle	the day
	at 11:43 o'clock AM., and d	uly recorded in Vol. <u>M96</u> ,
or	Bernetha G Letsch,	County Clerk
FEE \$25.00	By	Middle June

TYPE OR PERMIT IN PLANSAGE OF BLACK SER	CERTIFICATE OF CEATH	-026070 ¬
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I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON HEALTH DIVISION.

AUG 0 8 1996

Lan James J ESHARD J. JOHNSON II STATE REGISTRAR

STATE OF OREGON: COUNTY OF KLAMATH:

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Filed for	record at request of	of	AmeriTitle		the	23rd	đav
of Aug	gust	. A.D., 19 <u>96</u> at	11:43 o'c	lockAM.,	and duly recorded i	n Vol. M96	
		of <u>Deeds</u>					,
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