This Trust Deed is Second and Supordinate to a First Trust Deed in favor of Floyd

together with all and singular the tensments, hereditation is and apputtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and 3 offits 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 FIVE THOUSAND NINE HUNDRED AND NO / 100-

Dollars, with interest thereon according to the terms of a promissory note of even date herevith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, if not some paid, to be due and payable at maturity of note, 19

The date of maturity of the debt secured by 'his instrument in the date, stated above, on which the final installment of the note becomes due and psyable. Should the granfor either agree to attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of granfor's interest in it without first obtaining 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. The execution by granfor of an extract money agreement, does not constitute a sale, conveyance or each of the maturity dates expressed therein.

beneficiary's option, all obligations secured by this instrument, irrespective of the sumurity dotes expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an extress money afforment, does not constitute a sale, conveyance or assignment.

1. To protect the security of this trust deed, grantor afformation and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any was to of the property.

2. To complete or restore promptly and in got I and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred threators.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions attecting the property; if the beneficiary or requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well 4: the cost of all lient exercises made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain its trance on the buildings now or hereafter exected on the property against loss or damage by life and each other hazards as the beneficiary.

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It is mutually agreed that:

8. In the event that any portion or all of the 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 monics payable as compensation for such taking,

NOTE: The frust Deed Act provides that the trustee herounder must be either an allowey, who is an active member of the Oregon State Bax, a bank, trust company NOTE: The near used Act provides has the custoe nature of most of chief and a sine, who is an active moment of the pregon state car, a callet, that company or savings and loan association authorized to do business under the large of order or the United States, a title Insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branch is, the United States or any agency thereof, or an excrew agent licensed under ORS 696.505 to 696.585.
"WARNING: 12 USC 1701]-3 regulates and may prohibit our use of obtaining teneficiary's consent in except the consent address the issue of obtaining teneficiary's consent in except the certain.

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while (the incidence) that the incidence is a supervised of the property of the processor of the property of the prope 39059 tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect bene-ficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collecteral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date toan onlance. It is so added, the interest rate on the underlying contract of loan will apply to it. The effective date of coverage may be the date grantor's price coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law. quirements imposed by applicable law.

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 pur joses (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, incres 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 nerein. In construing this trust deed, it is understood that the granter trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be tel en to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provision; hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the granter has executed the instrument the day and year first above written. *IMPORTANT NOTICE: Delete, by lining out, whichever varranty (a) or (b), s not applicable; if warranty (c) is applicable and the boreficiary is a creditor as such word is defined in the Truth-in-Landing Act and Regulation Z, the beneficiary, MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent, if compliance with the Act is not required, disregard this notice. RUDNEY D. RILLER
ROOM G. W. (Q.)
KELLY R. MILLER STATE OF OREGON, County of KLAMATH This instrument was acknowledged before me on December 16 RODNEY D. MILLER AND KELLY A. MILLER This instrument was acknowledged before me on

OFFICIAL SEAL RHONDATC GLIVER NOTARY PUBLIC OFFICEN MISSION NO. 053021

| GOSTOSIA BOSTOSIA DEL PARES APRIL 10, 2000(5) | Notary Public for Oregon My commission expires 4-10-2 |
|---|---|
| REQUEST FOR FULL RECONVEYANCE (To be | used only when obligations have been paid.) |
| The party of the second party of the second | · 賽賽數學的發展發展 100 100 100 100 100 100 100 100 100 10 |
| STATE OF OREGON: COUNTY OF KLAMATH | |
| Filed for record at request ofAspen Title i Escrow. | the 16th day |
| of | o'clock P. M., and duly recorded in Vol. M96 |
| of Mortgage | on Page 39058 |
| | County Clerk |
| FEE: \$15.00 | by Bernetha Letsch |
| Hall Hall House the Market Hall Hall Hall Hall Hall Hall Hall Hal | Kathlen Rose |