TRUST DEED

ROBIN J. SCHWARTZ

Grantor JAMES L. ALSTON 109 HAWTHORNE ST KLAMATH FALLS, OR 97601

After recording return to: ESCROW NO. MT40204-LW

Beneficiary

BENEFICIARY

THIS TRUST DEED, made on JANUARY 9,100 S. SCHWARTZ , as Grantor, , as Trustee, and made on JANUARY 9,1997, between ROBIN J. S JAMES L. ALSTON, as Beneficiary,

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

Lot 4 and 5 in Block 23 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the Easterly 85 feet thereof.

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

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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.

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 reconveyances, 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; opersons legally entitled thereto, and the recitate therein poperty. The grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the recitate therein poperty. The grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the recitate therein poperaty. The grantee is any reconveyance may be described as the person or persons legally entitled thereto, and the recitate therein poperaty. The properaty is a payment properaty that the person by agent or by a receiver to be appointed by a count, and without regard to the adequayer 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 reasonable attorney's fees upon any indebtedness secured hereby, and in s

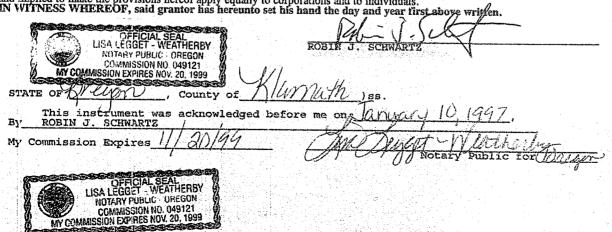
secting by the trust deed, (3) to an persons having recorded near subscription to the interest in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor 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 country 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, fully executed and acchieved gis 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 setized in fee simple of the real property and has a vaid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. This insurance may, but need not, also protect grantor's contract or loan behance. If it is so added, the interest rate on the undergrantor failed to provide proof of coverage.



REQU	EST FOR FULL RECONVEYANCE	CE (To be used only when obligations have been	
		(10 be used only when obligations have been	paid)
e undersigned is the	legal owner and holder of all inde		, Trustee
have been fully particle deed or pursuant to their with the trust of by you under the s	and and satisfied. You hereby are dir o statute, to cancel all evidences of leed) and to reconvey, without warra ame. Mail reconveyance and docum	btedness secured by the foregoing trust deed. A rected, on payment to you of any sums owing to indebtedness secured by the trust deed (which are anty, to the parties designated by the terms of the nents to:	ll sums secured by the tr you under the terms of e delivered to you herew he trust deed the estate no
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must be delivered onveyance will be n	nis Trust Deed OR THE NOTE whi to the trustee for cancellation before		
		Beneficiary	
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	가 그리고 해 가 돼를 훌륭한다.		
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			 Unit area
		그는 이 경우를 살았다면 나는 것이다.	
E OF OREGON : CO	OUNTY OF KLAMATH: ss.		
I for record at request			
lanuary	A.D., 19 97 at 11:08	o'clock A M., and duly recorded in Vol.	13th day
The second of the second	of <u>Mortgages</u>	on Page903	
	Bernetha G, Letsch, County Clerk		
\$20.00		C) The state of th	ouny Clerk