

DONALD MC MURRAY AND XIAOYAN SU

WILLIAM L. VEST AND CAROL JEAN VEST

ASPERN TITLE & ESCROW, INC.
525 MAIN STREET
KLAAMATH FALLS, OR 97601STATE/RECEIVED
FOR
RECORDEDDate received for record on the day
of at o'clock A.M. and recorded in
Book/real/volume No. on page
and/or as recd/file/instrument/
receipt No.Record of of said County.
Witness my hand and seal of County
affixed.NAME DATE
By Deputy

THIS TRUST DEED, made this 30th day of April, 1997, between DONALD MC MURRAY AND XIAOYAN SU, husband and wife,

ASPERN TITLE & ESCROW, INC.,
WILLIAM L. VEST AND CAROL JEAN VEST or the survivor,

WITNESSETH.

(Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:
 The Northerly 70 feet of Lot 4, Block 23 of the ORIGINAL TOWN OF KLAAMATH FALLS,
 OREGON, in the County of Klamath, State of Oregon.
 CODE 11 MAP 3309-32CA TL 100

SEE ALL-INCLUSIVE CLAUSE MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
 MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.....

Being re-recorded to correct name and add Notary, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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 EIGHTY TWO THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$82,350.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and read, 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 the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantee'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, as herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon, nor to commit or cause any waste of the property;
2. To complete or restore promptly and in good and habitable condition any building or improvements 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 requires, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay the filing fees 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 the property 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 \$150,000. Value written in commercial amounts to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary or as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. This amount collected under any life 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 portion thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any or all documents executed pursuant to such notice;
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver copies thereof 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 the 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 existing from creation of any of the covenants herein and for such payments, with interest as aforesaid, the property hereinbefore 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 including attorney's fees, travel, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and attorney's fees actually incurred;

7. To appear in and defend any action or proceeding intervening 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 but not limited to the foreclosure of this deed or any other action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees, the amount of attorney fees mentioned in the paragraph 7, in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum of the appellate court shall advise as reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

1. 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 monies payable as compensation for such taking,

NOTE: The Small Debt Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a law firm, trust company or corporation, or a notary public authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property in this state, its subsidiary, affiliate, agent or branch, the United States, or any agency thereof, or an escrow agent licensed under ORS 506.125 to conduct "WALMUTTER" (2 USC 1701-3) registries and may prohibit exercise of the option.

*The publisher suggests that each agreement contains the date of recording and a witness to complete same.

STATE OF OREGON,

County of MULTNOMAH

IN THE REMEMBERED That on this day of May, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named,

XIAOYAN SU

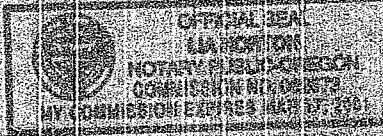
known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Hil Horton

Notary Public for Oregon.

My Commission expires 2-17-98



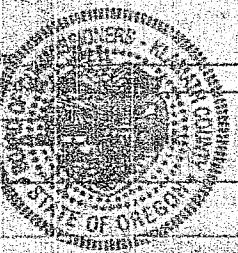
7012

RECEIVED PAY TO TRUST DEED

THIS TRUST DEED IS AN ACT INCLUSIVE TRUST DEED AND IS JUNIOR AND SUBORDINATE TO A TRUST DEED RECORDED IN BOOK K-95 AT PAGE 6175 IN FAVOR OF ROBERT H. ADAMS AS BENEFICIARY/MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. WILLIAM L. VEST AND CAROL ANN VEST, THE BENEFICIARIES HERIN, AGREE TO PAY WHEN DUE ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF ROBERT H. ADAMS AND WILL SANE GRANTOR(S) HEREIN. DONALD MC PUNCHIE AND XTHOMAS SU, HARMLESS THEREFROM, SHOULD THE SAID BENEFICIARIES HERIN DEFECT IN MAKING THE PAYMENTS DUE UPON SAID ACT INCLUSIVE TRUST DEED, GRANTOR(S) HEREIN MAY MAKE SAID DEFECTIVE PAYMENTS AND ANY SUMS SO PAID BY GRANTOR(S) HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE WHICH IS SECURED BY THIS ACT INCLUSIVE TRUST DEED.

W.L.Vest (INITIALS OF BENEFICIARIES)
D.McPunchie (INITIALS OF GRANTOR(S))

STATE OF OREGON, COUNTY OF Klamath

Filed for record at request of	Aspen Title & Escrow	the 4th day of May, 1997	at 10:30 o'clock A.M., and duly recorded in Vol. NS7 on Page 14079
FEE \$20.00	INDEXED	By <i>Bernard G. Leisch</i>	
			

STATE OF OREGON, COUNTY OF Klamath

Filed for record at request of	Aspen Title & Escrow	the 4th day of June, 1997	at 10:30 o'clock A.M., and duly recorded in Vol. NS7 on Page 17009
FEE \$20.00 Re-record		By <i>Bernard G. Leisch, County Clerk</i>	