FORM No. 831-1 - TRUST DEED (No restriction on easignment).	Of Own
NS 40874	Vol. <u>M97 Page 21675</u>
TRUST DEED	STATE OF OREGON, County of
Wendy Howell 219 Ewana Apt 312 S. 11th St Klamath Falls, Or. 97601 High Desert Land, LLc, Or. P.O. Box 1604 Klamath Falls, Or. 97601 Banoffclary's Name and Address	was received for record on the day of, 19, at o'clock, M., and recorded in book/reel/volume No on page and/or as fee/file/instru-ment/microfilm/reception No, Record of of said County. Witness my hand and seal of County
After recording, return to (Name, Address, Zip): High Desert Land, LLc, Or. P.O. Box 1604 Klamath Falls, Or. 97601	affixed. NAME TITLE By, Deputy.
THIS TRUST DEED, made this 10 Wendy Howell	day of July ,19 97 , between as Grantor,
Amerititle Co. of	"as Grantor, Klamath Falls, Or. 97601 "as Trustee, and
Uich Desert Land,	LLC, Oregon , as Beneficiary,
	WITNESSEIM: and conveys to trustee in trust, with power of sale, the property in described as:
Lot 33, Blo	ock 15, Klamath Forest Estates, according ical plat thereof, on file in the office nty Clerk, Klmath County, Oregon.
AP# 3510-0	23B-02300
or hereafter apperraining, and the telescopering the property. FOR THE PURPOSE OF SECURING PERFO Five thousand and f	ents and appurtenances and all other rights thereunto belonging or in anywise now its thereof and all fixtures now or hereafter attached to or used in connection with RMANCE of each agreement of grantor herein contained and payment of the sum ive hundred and no/100 Dollars, with interest thereon according to the terms of a promissory order and made by grantor, the tinal payment of principal and interest hereof, if
mate of even date delegation per and the terms	• 111
The date of maturity of the debt secured by the becomes due and payable.	a national to the same of
2. To complete or restore promptly and in good damaged or destroyed thereon, and pay when due all c 3. To comply with all laws, ordinances, regulatic so requests, to join in executing such financing statem	osts incurred therelor. ons, covenants, conditions and restrictions affecting the property; if the beneficiary ons covenants, conditions and restrictions affecting the property; if the beneficiary may require and ents pursuant to the Uniform Commercial Code as the beneficiary may require and tices, as well as the cost of all lien searches made by filing officers or searching
agencies as may be deemed destructed by maintain insu 4. To provide and continuously maintain insu damage by fire and such other hazards as the benetic written in companies acceptable to the beneticiary, w ficiary as soon as insured; if the grantor shall fail for at least fifteen days prior to the expiration of any pol cure the same at grantor's expense. The amount collective the same at grantor's expense. The amount collection indebtedness secured hereby and in such order as here.	rance on the buildings now or neventie leaced may be a first any may from time to time require, in an amount not less than \$\frac{1}{2}\$. If a lary may from time to time require, in an amount not less than \$\frac{1}{2}\$ the benefit loss payable to the latter; all policies of insurance shall be delivered to the beneficiary ny reason to procure any such insurance and to deliver the policies to the beneficiary may proceed insurance now or hereafter placed on the buildings, the beneficiary upon ted under any tire or other insurance policy may be applied by beneficiary upon ted under any determine, or at option of beneficiary the entire amount so collected, sensition or release shall not cure or waive any default or notice of default here-
standard or invalidate any act done 5. To keep the property free from construction assessed upon or against the property before any par promptly deliver receipts therefor to beneficiary; sho liens or other charges payable by grantor, either by di ment, beneficiary may, at its option, make payment secured hereby, together with the obligations describe the debt secured by this trust deed, without waiver to with interest as aforesaid, the property hereinbefore bound for the payment of the obligation herein desc-	n liens and to pay all taxes, assessments and other charges become past due or delinquent and to such taxes, assessments and other charges become past due or delinquent and uld the grantor fail to make payment of any taxes, assessments, insurance premiums, irect payment or by providing beneficiary with funds with which to make such payiete payment or by providing beneficiary with funds with which to make such payiete payment so and 7 of this trust deed, shall be added to and become a part of any rights arising from breach of any of the covenants hereof and for such payments, any rights arising from breach of any of the covenants hereof and for such payments, any rights arising trom breach of any of the covenants hereof and for such payments that they are described, as well as the grantor, shall be bound to the same extent that they are described, and all such payments shall be immediately due and payable without notice, the beneficiary, render all sums secured by this trust deed immediately due and payable without notice.
able and constitute a breach of the set of this to for pay all costs, tees and expenses of this to trustee incurred in connection with or in enforcing to trustee incurred in an and defend any action or promain any suit, action or proceeding in which the bear of any suit or action related to this instrument, including evidence of title and the beneficial action to the set of the set	trust including the cost of title sealch as the search as including the cost of title search whis obligation and trustee's and attorney's fees actually incurred. whis obligation and trustee's and attorney's fees actually incurred to this deed eneticiary or trustee may appear, including any suit for the foreclosure of this deed eneticiary or trustee may appear, including any suit for the foreclosure of this deed unding but not limited to its validity and/or enforceability, to pay all costs and exuding but not limited to its validity and/or entorces attorney fees; the amount of attorney fees mentioned in this persure is trustee's attorney fees on such appeal to the trial court, grantor and in the event of an appeal from any judgment or decree of the trial court, grantor and in the event of an appeal from any judgment or decree of the trial court, grantor and in the event of an appeal to the persure of the trial court, grantor and in the event of an appeal to the persure of the trial court, grantor and in the event of an appeal to the persure of the trial court.
8. In the event that any portion or all of the	property shall be taken under the right payable as compensation for such taking that all or any portion of the monies payable as compensation for such taking
110000	and a must be either an attorney, who is an active member of the Oregon State Bar, a bank

NOTE: The Trust Doed 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 696.505.

which are in excess of the amount required to pay all reasonable costs, expenses and attempy's less measurably paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attemps's elect, both in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attemps's election, necessarily paid or incurred to take such actions and execute such instruments as shall be necessary measured the such actions and execute such instruments as shall be necessary in the such actions and execute such instruments as shall be necessary in the such actions and execute such instruments as shall be necessary in the such actions and execute such instruments as shall be encessary in the such actions and execute such instruments as shall be encessary in the such actions and execute such instruments as shall be considered in the such actions and execute such instruments as shall be considered to the note for each of the property. (b) join in granting my easyment of the property of the property of the property can be described an execute its legally entitled thereto.' and the recitals therein of any matters or facts shall be considered proof of the truthulness thereof. Turture's legally entitled thereto.' and the recitals therein of any matters or facts shall be considered proof of the truthulness thereof. Turture's legally entitled thereto.' and the recitals therein of any matters or facts shall be considered proof of the truthulness thereof. Turture's legally entitled thereto.' and the recital state of the support of the property of the property of the support of the support of the property of the support of the suppo 21676 tract 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. If the collateral becomes damaged, it is insurance may, but need not, also protect grantor's interest. 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 to the cost of any investors coverage and the beneficiary which cost of any investors coverage and the beneficiary which 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 of coverage may be the date grantor's prior 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.

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

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 (see Important Notice below).

(b) for an organization, or (even it grantor is a natural personal are for business or commercial purposes.

(b) for an organization, or (even it grantor is a natural person) are 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.

secured nereby, whether or not named as a behaviorally metern.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each 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 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 here of apply equally to corporations and to individuals.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Londing 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.

**IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Londing 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.

**IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable and the beneficiary is a creditor as creditor as such word is defined in the Truth-in-Londing Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation D, a captured by the notice of the complex o

ALWARD TO THE STATE OF THE STAT

STATE OF OREGON: COUNTY OF KLAMATH: ss.				
Filed for record at request of	Country Properties of Oregon the 10th	_ day		
	July of	A.D., 19 97 at 3:05 o'clock P. M., and duly recorded in vol. M97 of Mortgages on Page 21675	,	
FEE	\$15.00 1.50 c.c.	Bernetha G. Letsch, County Clerk By Kuthlun King		