

together with all and singular the tenements, hereditaments and appurtensaces and all other rights thereunto bolonging or in anywise now or herealter appertaining, and the rents, issues and profits thereoi 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 \*\*\* THREE THOUSAND AND 00/100 DOLLARS \*\*\*

(\$ 3000.00....). Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

beneficiary's optiont, all obligations secured by this instrument, irrespective of the maturity dates expressed tharein, or herein, shall be como immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a saie. conveyance of assignment.
 To protect the security of this trust deed, grantor agrees:

 To protect the security of this trust deed, grantor agrees:
 To complete or restore promptly and in good and habitable condition and tepalr; not to remove or demolish any building or improvement thereon, not pay when due all costs incurred therefor.
 To complete or restore promptly and in good and habitable conditions and repair; not to remove or demolish any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions and repairs (Code as the beneficiary may require and to pay for tilling tame in the property against terments pursuant to the Uniform Commercial Code as the beneficiary may require and agencies as may be descended by the beneficiary.
 To provide and continuously maintain insurance on the buildings now or hereatter exected on the property against less or damage by tire and such other shall as tho local to procure any industrian delivered to the beneficiary the antion shall be for any reason to procure any thereatter placed on the buildings, the beneficiary upon that loss any payable to the latter (I) protocod on the buildings, the beneficiary upon any to descend shall all to any reason to procure any tensitor placed on the buildings, the beneficiary upon any indebtedness secured hereby and my poley of insurance poley may be applied by the beneficiary upon any indebtedness secured hereby num suppley of insurance no enter thereatte place or notice of delaut here any poley of insurance or othe

NOTE: The Trust Deed Act provides that the trustee hereunder must be either as attorney, whe is an active member of the Oregon State Bar, a bank, trust company or savings and lean association authorized to business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real groperty of this stats, its subsidiaries, affiliate, agents or branches, the United States or any egency thereof, or an earow agent licensed under DRS 696.505 to 696.585. "WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option. "The publisher suggests that such an agreement address the base of abtaining beneficiary's concent in complete detail.

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Mich are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by fantor for the received hereby; and grantor agrees, at its own expense, to take such acionable costs and expenses and attorney's less, both in the trial and appellate courts, nonswarily paid or incurred by grantor agrees, at its own expense, to take such acionable costs and expenses and attorney's less, both in absching such composation, promoting up to benedicary's request.
9. At any time and true time to time upon written request of baneliciary, payment of its fees and presentation of this deed and the indexter (in case of tail) reconveyrance, for cancellation, which att attecting this deed or the pay person for the payment of the readers ment (in case of tail) reconveyrance, and take in any reconveyrance may be described as the "beron or persons for cancellation, which attesting this deed or the line or charge thereoi. (d) in any subtrophase or local scale and property (b) fain in granting any essentent or readers to the subtrophase or local scale by a state thereof. The payment of the indextedness hereby watered, enter upon and take property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past thereof of the advergence or any call of the property or any part thereof, in its own name sue or otherwise collection, including reasonable attorney's level and on the collection of the indextense hereof readers and profits, including those past of their finance policies or compensation or awards to any taking or damage of the property, and the application or clease thereof or invalidate any acid any agreement hereunder. The provide or invalidates and excellent all and profits, including those past of the indextense policies or compensation or awards to any taking or damage of the property, and the application or clease thereof as there in origo and taking the service with the support or any part thereof, in the adver

deed of any matters of fact shall be conclusive proof of the fruintuiness thereof. Any person, excluding the fruitee, but including the grantor and beneficiary, may purchase at the sole. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of 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 any successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or successors 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 county or counties in which the property is situated, shell be conclusive proof of proper appointment of the ruccessor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is 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's successor in interest that the grantor is lawfully solved in the simple of the real property and has a valid, unencombered title thereto, excepts or in interest that the grantor is lawfully solved in the simple of the real property and has a valid, unencombered title thereto, excepts or in interest that the grantor is lawfully solved in the simple of the real property and has a valid, unencombered title thereto,

tract or loan agreement between them, beneficiary may purchese insurance at grantor's expense to protect bene-ticiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral 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 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: (a)\* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if 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, deviseus, 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.

In construing this trust deed, it is understood that the grantur, trustee and/or beneliciary may each be more than one person; that the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be ide, assumed and implied to make the provisions hereol apply equally to emporations and to individuals.

not a as su benet discig	ORTANT NOTICE: Delet pplicable; if warranty 1:h word is defined in ficiary MUST comply w pspres; for this purpose	WHEREOF, the grantor has a te, by lining out, whichaver warranty (a (a) is applicable and the baneficiary is the Trurh-in-Lending Act and Regulation with the Act and Regulation by making use Stevens-Ness Form No. 1319, or et a not required, disregard this notice.	) or (b) is a creditor on Z, the required quivalent.	hubel 3	Dig	en.
		STATE OF OREGON, Cou	nty off.slS	nafes )ss.		
		This instrument was a	acknowledged bei	ore me on		
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2	AREA NO	OBYCIAL SEAL FILLS		<u></u>		
1 A	NOT	TARY SUBLIC-DREGEN	5 Lou			
	MY COMMANS	TARY SUBLIC-OREGEN AND CONCENTRATION OF THE SUBLIC-OREGEN AND THE SUBLIC-OREGEN AND THE SUBLIC ON EXPERIES MAY 7, 1999	ATTO	blic for Oregon My comp		
	- HARREN S		Notary Pu	blic for Oregon My comm	ission expires	Jaw 7, 199
	REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)					
STAT	E OF OREGON: C	OUNTY OF KLAMATH : ss.		······		
Filed	for record at reques	t of Aspen Tit ]	e & Escrow	the	28th	day
of	October	A.D., 19 97at10:	55o'clock	A. M., and duly recorded i	n Vol M97	
		of <u>Mortgages</u>		on Page		
FEE	\$15.00		By_	Bernetha G. Letsch, Kethium Krss	County Clerk	
	- <b></b>					