KLAMATH COUNTY, OREGON

This instrument is being recorded as an accommodation only, and has not been examined as to velicity, sufficiency or effect in may have upon the hersin described property. This countesy recording has been requested of

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now the property.

operty.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum *** TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ***

[\$ 2500.00....]

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

Sensitions and payable. The execution by grantor of an earnest money agreement* does not constitute a sale, conveyance or come immediately due and psyable. The execution by grantor of an earnest money agreement* does not constitute a sale, conveyance or to protect the security of this trust deed, grantor agrees.

1. To protect the security of this trust deed, grantor agrees.

2. To complete the commit or permit any waste of the property.

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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 monies payable as compensation for such taking,

NOTE: The Brust Deed Act provides that the trustee hereunder must be either an alternay, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association autionized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure this to real property of this state, its subsidiaries, affiliates, agents to transfer any agency thereof, or an escrow agent licensed under ORS 696.565 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 issue of obtaining beneficiary's consent is complete detail.

which are in access of the amount required to pay all reasonable costs, expenses and situinary's test accessarily paid or insurred by dentification in such proceedings, shall be paid to beneficiary and applied by it tirst upon any reasonable costs and expenses and attentively test, both in the trial and appellate courts, necessarily paid or insurred by beneficiary in such proceedings, and the belances and all the necessary in obtaining all controls are all to make a processary and applied upon the indebtedness secured hareby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining all and companied on the control of the property request.

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In other than the property of 35498 ficiary'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 chtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor werrants 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 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. In construing this trust deed, it is understood that the grantor, trustee and/or beneticiary 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 le, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and fear just above written. * 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-Lending Act and Regulation Z, the baneficiary 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. RO Jasuli STATE OF OREGON, County of This instrument was acknowledged before me on .

MANYELLEY CONTROL NOTARIO UEL COASTA May Then Cay Notary Public for Oregon My commission expires May 1,1999 REQUEST FOR FIJEL RECONVEYANCE (To be used only when obligations have been paid.) STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title & Escrow 28th day 10:55 o'clock A.D., 19 97 A. M., and duly recorded in Vol. _ October at M97 Mortgages 35497 on Page_ Bernetha G. Løtsch, County Clerk FEE Kthlun Krow \$15.00