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The West 1/2 of Government Lot 1, Section 17, Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

A parcel of land situated in Government Lot 2, Section 17, Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being further described as follows:

Beginning at a 5/8 inch iron pin, which is the East 1/16 corner on the South line of Section 17 and is the Southeast corner of Government Lot 2 as shown on the Plat of Survey #3588 filed with the Klamath County Surveyor; thence North 89 degrees 09° 35" West on the South line of said Section, 200.00 feet to a point; thence leaving the South line of said Section, North 02 degrees 24' 28" East a distance of 998.46 feet to a point on the North line of Government Lot 2; thence North 89 degrees 35' 20" East on the North line of Government Lot 2 a distance of 200.17 feet to a 5/8" iron pin at the Northeast corner of said Lot; thence South 02 degrees 24' 28" West on the East line of said lot a distance of 1002.84 feet to the point of beginning.

PARCEL 3:

The B 1/2 of Government Lot 1 in Section 17. Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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personally appearedK	ATHLEEN A. JOHNSON
WANDAL SHAFFER COMM. # 1037661 Notary Public — Collifornia VOLO COUNTY My Comm. Spires JAN 13, 1999	ved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ero subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity() and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
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Bondwer shall give pringpt or lice to the insugare experied and Lender to a der may na the greet chloss if not made promptly by Borrower. il the Property is abandoned by Europe etablem ing tiavah 68 ni titki tening Lorbinonser makat tawor 68 il to cotice is mailed by Lander to Sorrow utinating its uranou camerations to sattle at laboration it maken being turbender is authorized to collect and aboin the insurance process at Lander's concellation in process at this property or ic the sums secured by this Deed of Trust 6. Preservation and Maintenance of Engrery, Leuseholde; Condominicuis; Planned Unit Desploaments. Borrower shall keep the Property in good fepairend anal not gont in whate or parm Limbairment or de entralian of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of ustis on suntin a conciominism et a planned unit development. Bonowarshad nertarm all at Borr mer's obligations under the declaration or overnute engating or governing the conduction or plan need up it sevelopment this by layer a part of the conduction of the conducti TOGETHER with all the improvements now or hereafter crected on the property, and all easements, rights, appurtageances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents); all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the lessehold estate if this Deed of Trust is on a leasehold) are hereinafter relened to as the "Property"; an electric ordinate of the space and ordinate October 19, 1998 and extensions and renewals thereof (herein "Note") in the original control of the control of and extensions and renewals thereof (herein "Note"), in the principal sum of with interest thereon, providing for monthly installments of principal and U.S. \$50,000,00. interest, with the balance of the indubtedness, if not sooner paid, due and payable on October 25, 2008 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained. min Bear over covenants that Barrower is lawfully asissed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unerguint bered, except for engumbrances of record. Borrower covenants: that Borrows: warrants and will clatered generally the title to the Property against all claims and demands, subject to

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encumbrances of record.

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1. Perment of Principal and Interest Borrows stall promotly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in the Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in the Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in the Note. full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development essessments if any which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium, installments for hazard insurance, plus one-twelfth of yearly premium installments for mortglage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates there at Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower kiny interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

if the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, dend of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof

of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Proporty and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable afterneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to methatin such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust: Unless Borrower and Lender agree to other terms of payment; such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Liender to incur any expense or take any action hereunder.

8. Imperation. Lender may make or cause to be made reasonable entries upon and inspections of the Property. provided that Eunder shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's Intelest in the Property worned to streams agree one are seven entries expensioned and breat and to be w

DOM: Condimentor. The process of any award or dains for damages, director consequential, in connection with any uorstenni illon of other taking of the Property; or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander, subject to the forms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

the 18 a Book was Not Retained; A procurage By Lender Not a Walver. Extension of the time for payment or recollectional amorphismion of the sund angued by this Dead of Stust granted by Lender to any successor in interest of Borrows: shall not operate to release it barry manus, the liability of the original Borrows and Borrows is successors in interest. Les des shall not be required to commence processings against such aucressor oprefuse to extend time. for payment of otherwise modify amenication of the surrespectment; this Dead of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

of the Successors and Assigns Bound; Joint and Several Liability; Co-eigners. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender. and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be ioint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Cased of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust. (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other. Borrower here inder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property and the Advistage of the

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it on by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lenderas provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shalf be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Frust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein. REGULARIO EL HOLLON DE DIERMIT

14. Borrower's Copy. Borrower; shall be furnished a conformed copy of the Note and of this Deed of Trust at the

time of execution or after recordation hereoffer no agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to an option, a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have enabled parties who supply labor, materials or services in connection. with improvements made to the Property.

16. Transier of Property or a Beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this oction shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is malfed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated In the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sals of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order; (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Thust discontinued at any time prior to the earlier to occur of (i) the lifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration

continuer (b) Borrower contained in this Deed of Flust, and the particular of this Deed of Flust) (b) Borrower contained in this Deed of Flust) (c) Borrower contained in this Deed of Flust) (c) Borrower contained in this Deed of Flust, and in enforcing Lender's and Tlustee's remedies as provided in particular of the root, including, but not limited to responsible atturneys! (des; and (d) Borrower takes such action as Lender may responsibly require to assure that their of this Deed of Trust; Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue untripaired. Upon such payment and oursely Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Assignment of Rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof of abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and their to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall successed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

23. Afterno, so People As used in this Deed of Trust and in the Note, "attorneys" fees "shall include attorneys" fees, if any, which shall be awarded by an appellate courte 0 shift to a next your sent of a smit of a sent of a

REQUEST FOR NOTICE OF DEFAULT AND FORECAST FOR NOTICE OF DEFAULT AND FORECAST OF STATE OF S

Borrower and Lender request the holder of Phy norther dead of trust of other encumbrance with a lien which has priority over this Deed of Trust to give Northe to be non-at Lender's accress set forth on page one of this Deed of Trust, or any default under the superior encumbrance and of any sale prother foreclosure action. To enclose the

To, Transfer of Property or a Densiticatin to education beautiful between the four or transfer end or transfer end (or if a beneficial interest in Denrower is and crucial interest and Currower is not a natural person without Landau, a prior with consent Landau and crucial interest in the first and crucial and crucial and crucial and crucial and crucial and crucial and the first and crucial and the part of the converted crucial and the capital and crucial and the part of the converted crucial and the capital and crucial and the part of the converted crucial and the capital and crucial and the part of the converted crucial and the capital and crucial and the part of the converted crucial and the capital and crucial and cru

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Trustee and deliver to to purchaser to bee's deet conveying the Emperty to sold without any covenant or worranty, expressed or implied. The recities in the Trustee's deed of all seprints being on the truth of the statements reads thereon (obligation library being the library following the read of the sepresses of the sele, including, and not not be supposed of the sele, including, and not not not the exidence; (a) to all sums secured to this Dead of Thist, and (c) the excess of any to the person or persons legally entitled thereto.

till. Bourgwar's Plant to Reinstate, Now Instanding Lander's accepting on it is a sums secured by taking Decot or Trust due to Bourgwar's openin. Percever shall have the agent to have any properties begun by Lander to contained this Deed of Trust discontinued at any time prior to the earlier to contain of () the first clay before a sie of the Property our submit to the power of each contained to the Society of the contained the Contained to the Contained the Contained the Society of the time the Contained the Cont

PARCEL 1:

The West 1/2 of Government Lot 1, Section 17, Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

A parcel of land situated in Government Lot 2, Section 17, Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being further described as follows:

Beginning at a 5/8 inch iron pin, which is the East 1/16 corner on the South line of Section 17 and is the Southeast corner of Government Lot 2 as shown on the Plat of Survey #3588 filed with the Klamath County Surveyor; thence North 89 degrees 09' 35" West on the South line of said Section, 200.00 feet to a point; thence leaving the South line of said Section, North 02 degrees 24' 28" East a distance of 998.46 feet to a point on the North line of Government Lot 2; thence North 89 degrees 35' 20" East on the North line of Government Lot 2 a distance of 200.17 feet to a 5/8" iron pin at the Northeast corner of said Lot; thence South 02 degrees 24' 28" West on the East line of said lot a distance of 1002.84 feet to the point of beginning.

PARCEL 3:

The E 1/2 of Government Lot 1, in Section 17, Township 41 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 8 MAP 4108-1700 TL 1001 CODE 8 MAP 4108-1700 TL 1101 CODE 8 MAP 4108-1700 TL 1200 CODE 8 MAP 4108-1700 TL 1300

Leslie A. Flick October 19, 1998

STATE OF OREGON: COUNTY OF KLAMATH: SE

Filed for record at request of	Aspen Titl	Le & Racrow		
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