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TRUST DEED			
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RICHARD SWANSON  216 LOWER WOLF CREEK  WOLF CREEK, OR 97497  Grantor's Name and Address  FRANK D. BOWLBY JR. S. DOVA L. BOWLBY TEXT	Tallater	of the same	to record on the
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THIS TRUST DEED, made this 16th RICHARD SWANSON	day of	NOVEMBER	, 19 98, between
JOSEPHINE-CRATER TITLE COMPANIES INC.	Par Ormania	***********************	
JOSEPHINE-CRATER TITLE COMPANIES, INC. FRANK D. BOWLBY, JR. AND DONA L. BOWL DATED MARCH 14, 1995	BY, TRUSTEES OF	PORATION	as Grant
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staty four thousand and now its some paid, to be due and payable to beneficiary or order and its some paid, to be due and payable. NOVEMBER.  The date of maturity of the debt secured by this instruction and some paid, to be due and payable. Should the grantor either agree to a secones due and payable. Should the grantor either agree to a struction of the company of grantor's interest in it without tires the property of this instrument in the company of grantor and the property of this instrument in the property of this instrument in the property of this instrument in the property in good of the property of the security of this trust deed, grantor agrees:  1. To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain the property in good or the property of the property and in good and habit in the property of the property of the property of the security and in good and habit in a security and the property and in good and habit in the property with all laws, ordinances, regulations, coverning of the property with all laws, ordinances, regulations, coverning and the property public office or offices, as we noted as may be deemed desirable by the beneficiary.  4. To provide and continuously maintain insurance on the property in a second as insured; if the grantor shall tail for any reason the property as soon as insured; if the grantor shall tail for any reason the seast litteen days prior to the expiration of any policy of insure the same at grantor's exponse. The amount collected under a indebtedness secured hereby and in such order as beneficiary any part thereof, may be released to grantor. Such application of the same at grantor's exponse. The amount collected under a indebtedness excured hereby and in such order as beneficiary any part thereof, may be released to grantor. Such application of any policy of insure indebtedness excured hereby and in such order as beneficiary as or other charges payable by grantor, either by direct payment the following pay pay the second of	Dellars, with integed made by grantor, the made by grantor, the made by grantor, the most is the date, stated thempt to, or actually a techning the written of condition and repair, irrespective of the most an earnest money agreed therefor, and condition and repair, to the united therefor, and the buildings now or here to the buildings now or here insurance now or hereafter; all proportion of the buildings now or hereafter; all proportion of the trustee of the search of the amount so paid, applies 6 and 7 of this trustee of the search and trustee's and after the search and trustee's and after trustee may appear, including to affect the search united to its validity.	or the register attacher of granter hereiter attacher of granter herein conserved thereon according that thereon according that there is a superior of approval the fill of the remove of of the fill of the fill of the fill of the fill of the covenants and other of the covenants and the fill of the fill of the covenants and the fill of the covenants and the fill of the covenants and the covenants are deed, while the covenants are the covenants and the covenants are the covenants are the covenants and the covenants are the covenants and the covenants are the covenants are the covenants are the covenants and the covenants are the covenants.	mained and payment of the sur- mained and payment of the sur- ma to the terms of a promissor principal and interest hereof, if the final installment of the mo- m all (or any part) of the proj- of the beneficiary, then, at it sed therein, or herein, shall be constitute a sale, conveyance of demolish any building or im- ent which may be constructed, the property; if the beneficiary the beneficiary may require and by filing officers or searching the property against loss or at less than \$.04,000,000, shall be delivered to the bene- tings, the beneficiary may pro- applied by beneficiary upon the entire amount so collected, mult or notice of default here- there is past due or delinquent and assents, insurance premiums, ith which to make such pay- the rate set forth in the note ded to and become a part of destroit and or such payments, in estern that they are and payable without motice, of immediately due and pay- ter costs and expenses of the incurred.  The foreclosure of this deed
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ote of even date herewith, payable to beneficiary or order and of sconer paid, to be due and payable	Dellars, with integed made by granter, the ad made by granter, the advantage of the written it, irrespective of the most an earnest money agriculture and condition and repair, toperty, table condition and respective of the refer and therefor, and, conditions and respective to the Uniform Convell as the cost of all life to the buildings now or hereafter, any tire or other insurance now or hereafter, any tire or other insurance now or hereafter, any determine, or at open or release shall not curt to pay all taxes, assessments and out or all to make payment of an areas and at the amount so paid, aphs 6 and 7 of this truster fall to make payments shall life, render all sums secured the amounts and attended to its validity of the cost of title search and trustee's and attended to its validity of a stormy leas; the according to affect the securiting to affect the securities and trustee's and affect the securities affect the securities affect the securities affect the securities and affect the securities affect the securities and affect the securities and affect the securities and affect the securities affect the securities and affect the securities and affect the securities and affect the securities affect the securities and affe	or the reactor attached or hereafter attached above, on which it will, convey, or assign consent or approval attrity dates expressive the remove or it remove or	mained and payment of the sur- mained and payment of the sur- mag to the terms of a promissor- principal and interest hereof, in the linal installment of the prop- of the beneficiary, then, at the sed therein, or herein, shall be constitute a sale, conveyance of the property; if the beneficiary the beneficiary may require and the property; if the beneficiary the property against loss or the property against loss the property against loss and to beneficiary may pro- applied by beneficiary upon he entire amount so collected, mult or notice of default here- targes that may be levied or to past due or delinquent and assents, insurance premiums, ith which to make such pay- mer sat set forth in the note ded to and become a part of the rection of the there are and payable without notice, dimmediately due and pay- mer costs and expenses of the incurred.  The foreciosure of this deed ty, to pay all costs and ox- ess mentioned in this pare- es of the trial court, grantor and or condemnation, bene- mention for such taking.
significant provides of securing experiences and payable to beneficiary or order and payable of even date herewith, payable to beneficiary or order and payable of maturity of the debt secured by this instruction and payable, Should the granter either agree to, as the cast of any part of granter's interest in it without the property of all (or any part) of granter's interest in it without the profice of the payable, and payable. The execution by granter of granter is option, all obligations secured by this instrument is immediately due and payable. The execution by granter of granter is granter.  To protect the security of this trust deed, granter agrees:  1. To protect, preserve and maintain the property in good overment thereon; not to commit or permit any waste of the provement thereon; not to commit or permit any waste of the provement thereon; not to commit or permit any waste of the provement thereon; not to commit or permit any waste of the provement thereon; not in executing such financing statements pursue pay for filing same in the proper public office or offices, as vertices as may be deemed desirable by the beneficiary.  4. To provide and continuously maintain insurance on the street of the beneficiary with loss payable by fire and such other hazards as the beneficiary reason is the same at granter's exponse. The amount collected under a sindebtedness secured hereby and in such order as beneficiary and part thereof, may be released to granter. Such epplication for invalidate any act done pursuant to such notice.  5. To keep the property free from construction liens and such order charges payable by granter, either by direct payment of her charges payable by granter, either by direct payment of here payment thereof, and at interest as aiterest the property heteriabeter described, and the nonpayment th	Dellars, with integed made by granter, the ad made by granter, the addition the written it coldining the written it coldining the written it, irrespective of the most an earnest money agriculture and condition and repair, toperty, table condition and repair, toperty, table condition and results to the Uniform Convell as the cont of all if the buildings now or hitem time to time required to the latter; all poporcious any such insurance now or hereafter; any fire or other insurance now or hereafter; any fire or other insurance or release shall not curt to pay all taxes, assessments and of the amount so paid, aphs 6 and 7 of this trusting from breach of an ewell as the granter, and trustee's and attention fall to make payments shall such payments shall such payments shall such payments shall such payments and attention to an appeal from an and trustee's and attention to an appeal from an reasonable as the honeil be taken under the rings of the James, who is an active and portion of the most and the same manual to the same reasonable as the honeil be taken under the rings of the James, who is an active and the same manual to the same areasonable as the honeil be taken under the rings of the James, who is an active and the same manual to the same areasonable as the honeil be taken under the rings of the James, who is an active and the same areasonable states.	or the reactor attached or hereafter according to the payment of its above, on which it will, convey, or assignaturity datas expressive the remove or its according to the remove of its according to the covenants it interest at the second of the remove of its according to the covenants it is the covenants in the remove of its according to the remove of the remove o	mained and payment of the sur- mained and payment of the sur- mag to the terms of a promissor- principal and interest hereof, in the linal installment of the prop- of the beneficiary, then, at the sed therein, or herein, shall be constitute a sale, conveyance of the property; if the beneficiary the beneficiary may require and the property; if the beneficiary the property against loss or the property against loss the property against loss and to beneficiary may pro- applied by beneficiary upon he entire amount so collected, mult or notice of default here- targes that may be levied or to past due or delinquent and assents, insurance premiums, ith which to make such pay- mer sat set forth in the note ded to and become a part of the rection of the there are and payable without notice, dimmediately due and pay- mer costs and expenses of the incurred.  The foreciosure of this deed ty, to pay all costs and ox- ess mentioned in this pare- es of the trial court, grantor and or condemnation, bene- mention for such taking.

which are in excess of the smount required to pay all resecutable costs carpenses and attorney's less pacessarily paid or incurred by granter which are in excess of the amount required to pay all reasonable costs expenses and attorney's less passessify paid or incurred by grantor in such proceedings; shall be paid to beneficiary, and applied by it lirst upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, said the balance applied upon the infebted ness necured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as abail be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the such any time and from time to time upon written request of beneficiary, payment of its fees and presentation of the neuroscit of the payment of the such payment of the such payment of the such payment of the 9. At any time and from time to time uson written request of peneticiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; driving any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; and ing any restriction thereon; (c) join in any part of the property. The grantee in any reconveyance may be described as the "person or persons reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons regularly entitled thereto;" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this personal shall be not less than \$5. 10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver 10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including these contents and appears and appears of operation and collection including these contents. fees for any of the services mentioned in this paragraph shall be not less than \$5. descended to the property of any part thereof, it he own makes and collection, including reasonable attorney's less upon any industrial and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any industrial and the same of due and unpaid, and apply the same, less costs and expenses of operation dust conscious, including reasonable actorizes a poil any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of line and the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as any taking or damage of the property. and other insurance poncies or compensation or awards for any taking or damage of the property, and the application of recesse taleful atomics, shall not cure or waive any default or notice, of default hereunder or invalidate any act done pursuant to such notice. atoresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by granter in payment of any indebtedness secured hereby or in granter's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may deciare all sums secured hereby immediately being of the essence with respect to such payment and/or performance, the beneficiary may deciare all sums secured hereby immediately being of the essence with respect to such payment and/or performance, the beneficiary may deciare all sums secured hereby immediately and deciare and payable. In such an event the beneficiary may direct the trustee to pursue any other right or remedy, either at trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at trustee to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose by advertisement and sale, the beneficiary elected to foreclose hy advertisement and sale, the beneficiary elected to foreclose hy advertisement and sale, the beneficiary elected to foreclose hy advertisement and sale, the beneficiary elected to foreclose hy advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed by advertisement and sale, the beneficiary elected to foreclose this trust deed to such as the sale of the s trustee to toreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to trustee this trust deed in the manner required in the second in the second in the manner required in the second in the se tion secured hereby whereupon the trustee shall tix the time and place of sale, give holice therefor as then required by the and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.735.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the granter or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default trustee conducts the sale, the granter or any other person so privileged by ORS 86.753, may cure the default or default amount due at the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is canable of being time of the cure other than such portion as would not then be due had no default occurred. time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the resiscences acquired under the ability of the cure of the cure of the such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the resiscences acquired under the ability of the cure of th time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the decured may be cured by tendering the performance required under the obligation or trust deed together with trustee's and attorizey's tees not exceeding the amounts provided by law. the obligation of the trust deed together with trustee's and attorizey's tees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall self the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed to the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustees or implied. The recitals in the inform as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the the parcel of parcels at auction to the nighest bluder for cash, payable at the time of sale. I rustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthiulness thereof. Any person, excluding the trustee, but including the grantor and peneticiary, may purchase at the sale.

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 penses of saie, including the compensation of the trustee and a reasonable charge by trustee a attorney, (2) to the onigation secures by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may the trust deed, (3) to an persons having recorded news subsequent to the interest of the trustee in the trust deed as their interest and appear in the order of their priority and (4) the surplus, if any, to the granter or to any successor in interest entitled to such surplus.

25 Parallelett many from the order of their priority and (4) the surplus, if any, to the granter or to any successor in interest entitled to such surplus. appear in the order of their priority and (+) the surplus, it any, to the greator of to any successor in interest entitled to zuch surplus.

16. Beneficiary may from time to time appoint a successor of successors to any trustee named herein of to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, appointed nersunder. 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 powers and duties conterred upon any trustee nerein named or appointed nereutier. Each such appointment and substitution stall be made by written instrument executed by beneficiary, which, when recorded in the mortigage records of the county or counties in which the 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee property is situated, shall be conclusive proof of proper appointment of the successor 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, is not obligated to notify any party hereto or panding sale under any other deed of trust or of any action or proceeding is brought by trustee.

beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in iee simple of the real property and has a valid unencumbered title thereto, except as may be set forth in an addendum or exhibit seized in iee simple of the real property and has a valid unencumbered title thereto, except as may be set forth in an addendum or exhibit seized in its simple of the real property and has a valid toward defend the same addition of the real property. attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever. WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract 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. It 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 granter might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-The grantor warrants that the proceeds of the loss represented by the above described note and this trust deed are: quirements imposed by applicable law. The granter warrants that the proceeds of the lost represented by the above described note and this trust deed are:

(a) primarily for granter's personal, family or household purposes (see Important Notice below),

(b) / the and grants of five his granter is highly all persons of the fact the first house, but the process, administrators, executors,

This deed applies to incres to the benefit of and binds all parties horeto, their heirs, legatees, devisees, administrators, executors, this deed applies to, indies to the benefit of and binds an parties noteto, their neits, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract In construing this trust deed, it is understood that the granter, trustee and/or beneficiary may each be more than one person; that secured hereby, whether or not named as a beneficiary herein. 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 hereof apply equally to corporations and to individuals. IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

ITANY NOTICE: Delete, by lining out, whichever warranty [o] or [b] is \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor as such word is defined in the Truth-in-Lending 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. STATE OF OREGON, County of \_\_JOSEPHINE \_\_\_\_\_) ss. This instrument was acknowledged before me on November 33, 19 98, by Bichard Swanson This instrument was acknowledged before me on ..... CHEM BY Jan Booskneilet HER HOSSIANE SAF NOTATE PLENIC - OTEGON COMESSION NO. 043808 Notary Public for Oregon My commission expires 7-17-99 ONAMISSION EXPIRES JULY 17, 1990 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

Notary Public for Oregon My commission expires 7-11-92

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been poid.)

Trustes

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed (which are delivered to you berewith trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you berewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the actate now held by you under the same. Mull reconveyance and documents to

DATED:

Do not lose or destroythis Trust Deed OR THE NOTE which it secures.

Beth must be delivered to the trustee for cancellation before

Remedicary

Remedicary

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:
Beginning at the Northeast corner of the Townsite of Clinton, Oregon, running thence
South 297 feet; thence East to Lost River; thence Northwesterly following said Lost
River to the point of beginning, being a portion of Lot 1, Section 12, Township 41
South, Range 10 East of the Williamette Meridian.

STATE OF OREGON: COUNTY OF KL	AMATH: ss.	
Filed for record at request of	First American Title	the 25th day
of November A.D., 19 2	Mortgages on Page	43248
FEE \$20.00	By Kattli	rnetha G. Letsch, County Clerk