

TRUST DEED

GLEN J. MC GUIRE and PATRICIA MC GUIRE
815 WASHBURN WAY
KLAMATH FALLS, OR 97603

Grantor

GORDON JAMES BOWMAN & DONNA J. BOWMAN
7640 CANNON
KLAMATH FALLS, OR 97603

Beneficiary

After recording return to: ESCROW NO. MT38942-KR
AMERITITLE
222 S. 6TH STREET
KLAMATH FALLS, OR 97601

MT 38942-KR

ALL INCLUSIVE
TRUST DEED

THIS TRUST DEED, made on DECEMBER 28, 1998, between
GLEN J. MC GUIRE and PATRICIA MC GUIRE, as tenants by the entirety, as Grantor,
AMERITITLE, as Trustee, and
GORDON JAMES BOWMAN & DONNA J. BOWMAN, or the survivor thereof, as
Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with
power of sale, the property in KLAMATH County, Oregon, described as:

Lots 12, 13, 14 and 15, Block 2, MILLS GARDENS, according to the official
plat thereof on file in the office of the County Clerk of Klamath County,
Oregon, TOGETHER WITH all that portion of the 25 foot wide strip of land
described in that certain correction deed to the United States dated
September 28, 1912 recorded in Book 38 at page 209, filed in the Records
of Klamath County, State of Oregon, and lying within Lots 13, 14, and 15,
Block 2, Mills Gardens, City of Klamath Falls, shown on the map filed
October 2, 1930 in the Klamath County Records.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A
FIRST TRUST DEED IN FAVOR OF STANLEY C. MASTEN & VIRGINIA LEE JONES **see continued on Exhibit "A"
together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise
now or hereafter appertaining, and the rents, issues and profits thereof 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
SIXTY FIVE THOUSAND Dollars, with interest thereon

according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the
final payment of principal and interest hereof, if not sooner paid, to be due and payable January 01 2024.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or
herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or im-
provement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed,
damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary
so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require
and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or
searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage
by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value,
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the
beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the
beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the
beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by
the beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the
entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any
default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or
assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and
promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance
premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to
make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth
in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become
a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for
such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same
extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and
payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed
immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of
the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and
in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,
to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's
fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgement or
decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's
or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said 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, which are

NOTE: The Trust Deed 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 696.585.

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall 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 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 said 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; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally 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 paragraph 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 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 said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, 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 grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose 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 his written notice of default and his election to sell the said described real 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 foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

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 grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by 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 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 default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees 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 said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell 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 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 truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, 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 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 appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary 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, shall be conclusive proof of proper appointment of the successor 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 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 fee simple of the real property and has a valid, unencumbered title thereto 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. 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 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 [NOTICE: Line out the warranty that does not apply] (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, 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 mortgage, it is understood that the mortgagor or mortgagee may 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 made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and the day and year first above written.

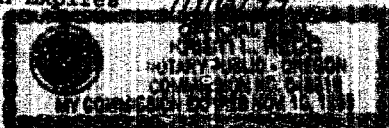
GLEN J. MC GUIRE

PATRICIA MC GUIRE

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on December 31, 1998
By GLEN J. MC GUIRE and PATRICIA MC GUIRE

My Commission Expires 11/1/99



Kristin J. Bell
Notary Public for OREGON

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

TO: _____, Trustee

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 trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:

DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

EXHIBIT "A"



continued from front page of Trust Deed -

Trustees of the M.G. Burk Trust, as Beneficiary who subsequently assigned their interest to Virginia Lee Jones and Janice Ogden and Patricia A. Masten, each as to an undivided 1/3 interest, as Beneficiary. Patricia A. Masten subsequently assigned her 1/3 interest to Stanley C. Masten and Patricia A. Masten, Trustees in Trust "Masten 1998 Trust who subsequently assigned their 1/3 interest to S.C. Masten, who subsequently assigned his 1/3 interest to S.C. Masten and Patricia A. Masten, Trustees or the Successor Trustee of the S.C. Masten 1998 Revocable Trust u.d.a. 11/19/98.

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record dated March 8, 1995 and recorded March 13, 1995 in Volume M95, page 5554, Microfilm Records of Klamath County, Oregon and rerecorded on March 20, 1995 in Volume M95, page 6127, Microfilm Records of Klamath County, Oregon in favor of Stanley C. Masten and Virginia Lee Jones, Trustees of the M.G. Burk Trust, as Beneficiary, which secures the payment of a Note therein mentioned.

Gordon James Bowman and Donna J. Bowman, or the survivor thereof, Beneficiary herein agrees to pay, when due, all payments due upon the said Promissory Note in favor of Stanley C. Masten and Virginia Lee Jones, Trustees of the M.G. Burk Trust and will save the Grantors herein, Glen J. McGuire and Patricia McGuire, husband and wife, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

X 
X 

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of _____, _____ the _____ day
of January, A.D. 99 at 11:44 o'clock A. M. and duly recorded in Vol. M99
of Mortgages on Page 954

FEE \$20.00

Linda Smith, County Clerk
by 

COUNTY OF ORANGE

HEALTHCARE AGENCY

01/12/99
MTC 47000-KC

1719 NORTH STREET, SANTA ANA, CALIFORNIA 92706

CERTIFICATE OF DEATH

0199730-006186

After Recording return
George Mink
1621 S Blagg Rd
Pahrump, NV 89048

1. NAME OF DECEASED		2. SEX		3. DATE OF BIRTH		4. DATE OF DEATH		5. PLACE OF BIRTH	
ROBERT		M		06/11/1945		05/09/1997		1945	
6. PLACE OF DEATH		7. MARITAL STATUS		8. OCCUPATION		9. EDUCATION - YEARS COMPLETED		10. EDUCATION - SCHOOL	
CHICO		MARRIED		GARDEN GROVE UNIFIED SCHOOL DIST.		18		20	
11. RACE		12. ETHNICITY		13. RELIGION		14. MANNER OF DEATH		15. CAUSE OF DEATH	
CAUCASIAN		HISPANIC		METHODIST		NATURAL		HEART DISEASE	
16. OCCUPATION		17. EDUCATION		18. MANNER OF DEATH		19. CAUSE OF DEATH		20. PLACE OF DEATH	
SPECIAL EDUCATION TEACHER		EDUCATION		NATURAL		HEART DISEASE		CHICO	
21. ADDRESS		22. CITY		23. STATE		24. ZIP CODE		25. COUNTRY	
4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720		USA	
26. NAME OF DECEASED		27. ADDRESS		28. CITY		29. STATE		30. ZIP CODE	
ROBERT LESTER / HUSBAND		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
31. NAME OF DECEASED		32. ADDRESS		33. CITY		34. STATE		35. ZIP CODE	
ROBERT		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
36. NAME OF DECEASED		37. ADDRESS		38. CITY		39. STATE		40. ZIP CODE	
KATHERINE		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
41. DATE OF DEATH		42. PLACE OF DEATH		43. MANNER OF DEATH		44. CAUSE OF DEATH		45. PLACE OF DEATH	
05/16/1997		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
46. TYPE OF DEATH		47. PLACE OF DEATH		48. MANNER OF DEATH		49. CAUSE OF DEATH		50. PLACE OF DEATH	
NATURAL		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
51. NAME OF DECEASED		52. ADDRESS		53. CITY		54. STATE		55. ZIP CODE	
ROBERT		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
56. NAME OF DECEASED		57. ADDRESS		58. CITY		59. STATE		60. ZIP CODE	
KATHERINE		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
61. DATE OF DEATH		62. PLACE OF DEATH		63. MANNER OF DEATH		64. CAUSE OF DEATH		65. PLACE OF DEATH	
05/16/1997		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
66. TYPE OF DEATH		67. PLACE OF DEATH		68. MANNER OF DEATH		69. CAUSE OF DEATH		70. PLACE OF DEATH	
NATURAL		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
71. NAME OF DECEASED		72. ADDRESS		73. CITY		74. STATE		75. ZIP CODE	
ROBERT		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
76. NAME OF DECEASED		77. ADDRESS		78. CITY		79. STATE		80. ZIP CODE	
KATHERINE		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
81. DATE OF DEATH		82. PLACE OF DEATH		83. MANNER OF DEATH		84. CAUSE OF DEATH		85. PLACE OF DEATH	
05/16/1997		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
86. TYPE OF DEATH		87. PLACE OF DEATH		88. MANNER OF DEATH		89. CAUSE OF DEATH		90. PLACE OF DEATH	
NATURAL		AT SEA OFF THE COAST OF NEWPORT BEACH, CALIFORNIA		NATURAL		HEART DISEASE		CHICO	
91. NAME OF DECEASED		92. ADDRESS		93. CITY		94. STATE		95. ZIP CODE	
ROBERT		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	
96. NAME OF DECEASED		97. ADDRESS		98. CITY		99. STATE		100. ZIP CODE	
KATHERINE		4292 HOWARD AVENUE		LOS ALAMITOS		CA		90720	

1719

264636

CERTIFIED COPY OF VITAL RECORDS

DATE ISSUED

05/16/1997

STATE OF CALIFORNIA
COUNTY OF ORANGE

This is a true and correct copy of the document officially registered with the County of Orange, California, and the County of Orange Health Care Agency.

HUGH F. STALLWORTH, M.D.
COUNTY HEALTH OFFICER
REGISTRAR OF VITAL STATISTICS

Filed for record at request of Amerititle the 12th day of January A.D. 99 at 11:44 o'clock A. M., and duly recorded in Vol M99 of Deeds on Page 957

FEE: \$10.00

Linda Smith, County Clerk
by Kathleen Rose