

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 prolits thereof and all fixtures now or hereafter attached to or used in connection with

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum Sixty Nine Thousand & no/100 ----

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 a option\*, all obligations secured by this instrument, irrespective of the maturity date expressed therein, or herein, shall become immediately due and payable. The execution by grantor agrees:

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

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

2. To complete or restore promptly and in good and habitable condition 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
is requests, to join in security asked tinancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and
to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by fling officers or searching
agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or heartester erected on the property against loss or
Jamage by live and such other hasterd as at the beneficiary may from time to time require, in an amount not less than \$\frac{1}{2}\$ states if the against shall be beneficiary to a state of the property of the service of the pay provide to the latter; all policies of insurance on the buildings, the beneficiary may proticary as oon as insured he has the expansion shall late for any resource process.

1. To keep the property free from construction liens and to pay all taxes, assessments and other charges the herefore and in such order as beneficiary may derive in resultance policy may be applied by beneficiary or pursuant to such order as semicinary may derive the expansion of the property before any part of such order as semicinary may for content of the property free fro

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-ficiary 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 Trust Oeed Act prevides 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 lean association 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. "WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this aption.

\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

which are in excess of the amount required to pay all reasonable cests, expenses and attermy's hear necessarily paid or incurred by grentor in such proceedings, shall be paid to baseliciary and extend by beneficiary in such proceedings, and the balances applied upon the indebtedness scarced hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptily upon beneficiary's requiral.

9. At any time and from time to time upon written required in the such actions and execute such instruments as shall be necessary in obtaining such compensation, promptily upon beneficiary's requiral.

9. At any time and from time to time upon written required in the such actions and execute such instruments as shall be necessary in observations of the control of the promptil. The granter is not the promptil to the making of any map or plat of the promptil's (b) join in grant waterents or creations and the recursion of the promptil's required to the promptil's new preconception and of the time of the limit of the required in the promptil of the promptil's required to the promptil's new preconception and of the time of the promptil's new preconception and the promptil's or any part thereof, in its own names use or otherwise collection of the promptil's new part and the promptile of any part thereof, in its own names use or otherwise collection, including reasonable attorney's less upon any such and unpaid, and apply the same, less cours and other insurance policies or compensation or awards for any raising or damage of the property, and taking possess of the property, the collection of such rents, issues and profits, or the proceeds of line.

11. The nettering upon and taking possess as beneficiary may determine.

12. Output of the property of any part thereof, in its own names use or otherwise collection, including reasonable attorney's less upon any damage of the property of the property of the property of the property of the property

tract 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 insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-Quirements 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)\* \*\*\* \*\*marrix\*\* \*\*marrix\*\*

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 beneficiary may each be more than one person; that it 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. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not opplicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation 2, 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. compliance with the Act is not

Vatrice D Has

STATE OF OREGON, County of Klamath This instrument was acknowledged before me on July 29, Patricia D. Hanks, a single woman This instrument was acknowledged before me on .

OFFICIAL SEAL
MARLEME T. ADDINGTON
NOTARY PUBLIC-OREGON
COMMESSION NO. 160616
MY COMMISSION EXPRES MAR. 22, 2007

Elexanton arlene Notary Public for Oregon My commission expires 3-22-0

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

The undersigned is the legal owner and holder of all indebtedness secured by the loregoing 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 ingether 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:

Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be deliver d to the trustee for concell reconveyance will be made.

State of Oregon, County of Klamath Recorded 7/30/99, at 3:17 p. m. In Vol. M99 Page 305 99 Linda Smith, Fee\$ 15 KR County Clerk