FORM No. 801 -TRUST CEED (Assignment Restricted).	œ	PYRGNT 1006 STEVENSNESS LAW PLR	USHING CO., PORTLAND, OR \$7204
TRUST DEED TRUST DEED TRUST DEED 1999 OCT 1 Teremy Roge / Tohn Hole Lapine, DR 97739 Tohn 5 Dundon Name and Address and Calegorian The Rector Description of Calegorian And recording, return to (Name, Address 200) The Rector Description of Calegorian The Rector Descriptio	SPACE RESERVED SPACE RESERVED RECORDER'S USE	Vol. M99 Page STATE OF OREGON, County of I certify that it was received for reco of o'clock book/reel/volume No. ment/microfilm/recept Record of	\$\frac{11093}{\text{ss.}}\$ ss. within instrument don the day, at M., and recorded in on page as fee/file/instru as fee/file/instru
And the second s	299 · · · · · · · · · · · · · · · · · ·	Ву	, Deputy.
THIS TRUST DEED made this	WITNESSETH: and conveys to trustee in escribed as:	trust, with power of sa	and an of the case of the control of
note of even date herewith, payable to beneficiary or orde not sooner paid, to be due and payable to beneficiary or orde not sooner paid, to be due and payable to beneficiary or order. The date of maturity of the debt secured by this in becomes due and payable. Should the grant or either agree erly or all (or any part) of grantor's interest in it without beneficiary's option. all obligations secured by this instruction in the interest of the oxecution by grant assignment. To protect the security of this trust deed, grantor agree 1. To protect, preserve and maintain the property is provement thereon; not to commit or permit any waste of the complete or restore promptly and in good and demand the security of the property and in good and demand the security of the oxecution of the complete or restore promptly and in good and demand the security of the oxecution of the complete or restore promptly and in good and demand the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the complete or restore promptly and in good and the control of the co	and appurtenances and all of thereof and all fixtures now of thereof and all fixtures now of the fixed all o	granter herein contained an (1) 1 10 10 10 10 10 10 10 10 10 10 10 10 1	terms of a promissory and interest hereof, if installment of the properties of the p
3. To comply with all laws, ordinances, regulations of so requests, to join in executing such financing statements is to pay for filling same in the proper public office or offices, agencies as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurance damage by tire and such other hazards as the beneficiary in written in companies acceptable to the beneficiary, with lot ficiary as soon as insured; if the grantor shall fail for any rea	ovenants, conditions and rest, pursuant to the Uniform Com, as well as the cost of all li- on the buildings now or he may from time to time requir	rictions affecting the proper mercial Code as the benetic en searches made by filing creafter erected on the proj e, in an amount not less tha	ty; if the beneficiary lary may require and officers or searching perfy against loss or

written in companies acceptable to the beneficiery, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; it the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least litteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any line or other insurance policy may be applied by 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 delault or notice of default here.

5. To keep the property tree from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the 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 the obligations described in paragraphs 6 and 7 of this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and lor such payments, and the nonpayment thoreof shall, at the option of the beneficiary, ended as the grantor, shall be bound to the same extent that they are and the nonpayment thoreof shall, at the option of the beneficiary, ended as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of emment domain or condemnation, beneliciary shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be cither 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 substidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

***WARNINGS: 12, USC 1701|-3 regulates and may prohibit exercise of this option.

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

Fee\$_/500

County Clerk

which are in excess of the amount required to pay all encomble costs, exposess and atternay's less necessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by it third tone am proceedings, and the exposes and atternay's less, both reas secured hearby; and ignator agrees, it is own expense, to take such actions and execute such instruments as hall be necessary in obtaining such compensation, promptly upon beneficiary's request.

In obtaining such compensation, promptly upon beneficiary's request.

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In obtaining such compensation of this deed and the note for adorsoment (in case of bull reconveyances, to request to beneficiary) payment of its tees and presentation of this deed and the note for adorsoment (in case of bull reconveyances, to any map or plat of the property; (b) pint and present for the property in the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) pint and present for the property in the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (c) pint in the services mentioned in this paragraph shall be not less than \$5.

10. Upon any, default by granter beneutier, beneficiary may at any time without notice, either in present, but get any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any, default by granter beneutier, beneficiary may at any time without notice, either in present, including those past unadobtedness secured hereby, and in such order as beneficiary may of externative collection, including reasonable atterney's less upon any indebtedness secured hereby, and in such order as beneficiary may determined to the indebtedness hereby secured, enter upon and take of the process of the property, the collection of such rosts, issues and presented to the international process of the property, and in such posternation of awards for any taking or damage of the property, and the 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 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 reobtain alone and may not satisfy any need for property damage coverage or any mandatory 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 (see Important Notice below).

(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 trust deed, it is understood that the grantor, trustee and/or beneficiary may each 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, the grantor has executed this instituted the defined in the Inula-landing Act and Regulation I, the beneficiary MUST comply with the Act and Regulation by making required the beneficiary by the 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 Linearing and this above required to the state of the purpose use Stevens-Ness Form No. 1319, or equivalent. STATE OF OREGON, County of ... This instrument was acknowledged before me on John Hole and Jeremy J. Kogg This instrument was acknowledged before me on OFFICIAL SEAL NICOLE L'CLARK NOTARY PUBLIC OREGON COMMISSION NO. 051220 MY COMMISSION EXPIRES PEBRUARY 28, 2000 Notary Public for Oregon My commission expires ... 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 toregoing 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 State of Oregon, County of Klamath TRUST DEED Recorded 10/15/99, at 2:50 m. Do not lose or destroy this Trust Deed OR THE NOTE which it secures. In Vol. M99 Page 4/093 Both must be delivered to the fr reconveyance will be made. d to the trustee for cancellation before Linda Smith,