SEE EXHIBIT "A" (ATTACHED)

RE-RECORD TO CORRECT AMOUNT.

TWO HUNDRED THOUSAND AND 00/100 DOLLARS \$200,000.00

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in con-

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, if not sooner paid, to be due and payable on OCTOBER 15, 2004 WITH OPTION TO EXTEND

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment. sale, conveyance or assignment.

sale, conveyance or assignment.

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; and 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 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 the 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 the property against loss or damage by fire and other haz-

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$\frac{5}{2}\$. FULLY INSURABLE}, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen 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 fire or other insurance policy of the property of the property per part of the property free from construction liens and to pay all taxes, assessments and other charges beneficiary may be elected or assessed upon or against the property before any part of such taxes, assessments and other charges becomes 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, peneficiary 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, shall be added to and become a part of the debt secured by this trust deed, without valver of any rights arising from breach of any of the coreanants benefic for such payments, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs for all to make payments, with interest at the rate set forth in the core controlled of the payment of the debt secured by this trust deed in wit

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 loa association authorized to do business under the laws of Oregon or the United States, a little 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.

**WARNING: 12 USC 1701j-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.



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 the property; (b) join in in granting any easement or creating any restriction thereon; (o) ion in any subordination or other agreement affecting this deed or the lien or charge thereof; or (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 roof of the truthfulness thereof. Trustee 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 kereby secured, enter upon and take possession of the property, the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon 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, issued aprofits, 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 grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the hereficiary may declect to proceed to foreclose th

sequent 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, it any, to the gramor, or to any 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.

or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit 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. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Granter 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 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 (choose one):*

(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 *IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) is inapplicable. If warranty (a) is applicable and the beneficiar a creditor as such word is defined in the Truth-in-Lending Act Regulation Z, the beneficiary MUST comply with the Act Regulation by making required disclosures. For this purpose Stevens-Ness Form No. 1319, or the equivalent. If compliance with Act is not required, disregard this notice.	and and use the
STATE OF OREGON, County of	Alamute ss. Veledged before me on 9/13/12 Veledged before me on ,
OFFICIAL SEAL TRUDIE DURANT NOTARY PUBLIC - OREGUN - COMMISSION NO. 350688 MY COMMISSION EXPIRES OCT. 15, 2005	Notary Public for Oregon My commission expires
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.) To: The undersigned is the legal owner and holder of all indebt days. Trustee	

REGOES! FOR FOLL 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 the reconveyance and documents to	
DATED Do not lose or destroy this Trust Deed OR THE NOTE which it	
Both should be delivered to the trustee for cancellation before	Beneficiary

LEGAL DESCRIPTION PARCEL 1 PROPERTY LINE ADJUSTMENT 26-97

A TRACT OF LAND BEING IN BLOCKS 32 AND 33 OF "LINKVILLE OREGON", SITUATED IN SW1/4 NE1/4, NW1/4 SE1/4 AND NE1/4 SW1/W OF SECTION 32, T38S R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID BLOCK 33. FROM WHICH THE MOST NORTHERLY CORNER OF SAID BLOCK 33 BEARS N39°04'30"E 261.69 FEET: THENCE \$41°26'08"E 10.25 FEET: THENCE S50°41'48"E 83.26 FEET: THENCE S84040'38"E 7.27 FEET; THENCE S43007'05"E 13.76 FEET; THENCE S39011'23"W 69.62 FEET; THENCE N54°27'41"W 4.80 FEET; THENCE S38054'57"W 22.54 FEET; THENCE S63041'04"W 30.14 FEET; THENCE S39050'51'W 34.61 FEET; THENCE S25045'25"W 16.36 FEET: THENCE S35052'12"E 16.43 FEET: THENCE S39º18'22"W 27.24 FEET: THENCE S03021'43"W 9.68 FEET; THENCE S40°35'13"W 73.38 FEET; S36°06'52"W 32.33 FEET; THENCE N49045'45"W 44.43 FEET: THENCE THENCE S64°31'29"W 13.24 FEET. TO THE SOUTHERLY LINE OF SAID BLOCK 32: THENCE N50°55'30"W 69.97 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK 32: THENCE N39º04'30"E 326.31 FEET TO THE POINT OF BEGINNING, CONTAINING 34,273 SQUARE FEET.