NY STEVENS NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

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if they are bound for the payment of the obligation herein described. All such thereof shall, at the option of the beneficiary, render all sums secured by this search, as well as the other costs and expenses of the trustee incurred in concurity rights or powers of beneficiary or trustee; and in any suit, action or proclesure of this deed or any suit or action related to this instrument, including coloure of this and the beneficiary's or trustee's attorney fees. The amount that beneficiary is or trustee's attorney fees. The amount as the beneficiary's or trustee's attorney fees. The amount ight of eminent of an appeal from any judgment or decree of the trial court, as the beneficiary's or trustee's attorney fees on such appeal.	secured by this rust deed, without waiver of any rights arising from breach of any of the properties of the secribed in paragraphs secured by this rust deed, without waiver of any rights arising from breach of any of the payments shall be immediately due and payable without notice, and the rompayment trust deed immediately due and payable and shall constitute a breach of this trust deed.  6. To pay all costs, fees and expenses of this trust, including the cost of title secretion with or in enforcing this obligation, and trustee and attorney fees actually incurred to the more statement of the payable and expenses of this trust, including the cost of title secretion with or in enforcing this obligation, and trustee and attorney fees actually incurred but not limited to its validity and/or enforceability, to pay all costs and expenses, including of altorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event that any portion or all of the property shall be taken under the right and the recessarily paid or incurred by grantor further agrees to pay such sum as the appellate court shall be taken under the right court, the event that any portion of the monies payable as compensation for states, to require that all or any portion of the monies payable as compensation for states, to require that all or any portion of the monies payable as compensation for states, to require that all or any portion of the monies payable as compensation for states, and expenses and attorney fees notion of the monies payable as compensation for states, and expenses and attorney fees, both in the trial and appellate courts, necessarily proceed and expenses and attorney fees for the state of the proceed of the payable and attorney fees for the state of the payable and attorney fees for the state of the payable and attorney fees for the payable and attorney fees f
seaments and other charges that may be levied or assessed upon or against the lite or delinquent and promptly deliver receipts therefor to beneficiary. Should to other charges payable by grantor, either by direct payment or by providing an, make payment thereof, and the amount so paid, with interest at the rate set is and 7 of this frust deed shall be added on a payment of this deed shall be applied.	property before any part of such taxes, assessments and other charges becomes past due fire grantor fail to make payment of any taxes, assessments and other charges becomes past due beneficiary with funds with which to make such payment, beneficiary may, at its option forth in the note secured hereby, together with the obligations described in paragraphs secured by this trust deed with which the paragraphs.
rereafter erected on the property against loss or damage by fire and other haz- insurance shall be delivered to the beneficiary as soon as issued. If the grantor e beneficiary at least fifteen days prior to the expiration of any policy of insur- grantor's expense. The amount collected under any fire or other insurance pol- ruler as beneficiary may determine, or at option of beneficiary the entire amount tree rable not cure or waive any default or projects of defending the entire amount test shall not cure or waive any default or projects.	ards, as the beneficiary may from time to time require, in an amount not less than \$\frac{2}{3}\$ and \$\frac{2}{3}\$ as the beneficiary may from time to time require, in an amount not less than \$\frac{2}{3}\$ companies acceptable to the beneficiary, with loss payable to the latter. All policies to the shall fail for any reason to procure any such insurance and to deliver the policies to the ance now or hereafter placed on the buildings, the beneficiary may personned the same at given may be applied by beneficiary upon any indebtedness secured hereby and in such order so collected, or any part thereof, may be released to grantor. Such application or release date any act done pursuant to such actions.
i restrictions affecting the property; if the beneficiary so requests, to join in exe- neficiary may require, and to pay for filing the same in the report	cuting such financing statements purcuant to the Uniform Commercial Code as the bend of offices, as well as the cost of all lien searcher made in the lien.
ir; not to remove or demolish any building or improvement thereon; and not to uitding or improvement which may be constructed.	1. To protect, preserve and maintain the property in good condition and repair commit on permit any waste of the property.  2. To complete or restore promptly and in good and habitable condition any but on, and pay when due all costs incurred therefor.  3. To comply with all laws or confinence or condition and pay when due all costs incurred therefor.
ry's option*, all obligations secured by this instrument, irrespective of the matune execution by grantor of an earnest money agreement** does not constitute a	payment of principal and interest, if not sooner paid, to be due and payable onIII  The date of maturity of the debt secured by this instrument is the date, stated first obtaining the written consent or approval of the beneficiary, then, at the beneficiary intry dates expressed therein, or herein, shall become immediately due and payable. The sale, conveyance or assignment.  To protect the security of this trust deed, grantor agrees:  I protect the security of this trust deed, grantor agrees:
date herewith, payable to beneficiary or order and made by grantor, the final	FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Dollars, with interest thereon according to the terms of a promissory note of even d payment of principal and interest, if not sooner paid, to be due and payable on 111
or, and an ustures now or nereatter attached to or used in con-	together with all and singular the tenements, hereditaments and appur now or hereafter appertaining, and the rents, issues and profits thereonection with the property.
S	Lot 16, Block 6, Klamath Forest Estates
to trustee, in trust, with power of sale, the property in	Grantor irrevocably grants, bargains, sells and conveys
SETH.	Michael E. Long, Inc. WITNESS Grantor irrevocably grants, bargains, sells and conveys
bus aatsurf 28	
	AT PRO MOROT 8 2 VINA
18th, 2004between	THIS TRUST DEED, made onNovember
State of Oregon, County of Klamath Recorded 12/28/04 /\times \leftrightarrow \rightarrow \	Beneficiary's Wame and Address, Zip):  After recording, return to (Wame, Address, Zip):  Michael E. Long, Inc.  Sherwood Oregon 97140
	Klamath Falls Oregon 97140 Michael E. Long, Inc.  Sherwood Oregon 97140
71288 8854 NOM IOV	Erik S.B. Toner & Theresa C. Toner

NOTE: The Trust Dead 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 suthorized to do business under the laws of Oregon or the United States or any agency thereof, or an association surface agent incompany authorized to insert the united States or any agency thereof, or an associon agent it cansed under ORS 696.505 to 696.505.
\*\*The publisher auggests that such an agreement address the lasue 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 granting any easement or creating any restriction thereon; (join in any subsordination 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 proof 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 hereby secured, enter upon and taken government. The entering upon and taking 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, issue 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 bey 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 benefici

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 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. 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 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 instrument the day and year first written above

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary 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. If compliance with the Act is not required, disregard this notice.	Frik S.B. Jones Theresa C. Jones
STATE OF OREGON, County ofKl	amath) ss.

uired disclosures. If compliance with art the Act and this notice.	
by <u>Erik S.B. T</u>	owledged before me on K November 30, 2004, oner and Theresa C. Toner owledged before me on November 30, 2004,
by	
C	
OFFICIAL SEAL GEORGE DOUMAR IOTARY PUBLIC - OREGON COMMISSION NO. 345020 IISSION EXPIRES JULY 1, 2005	Notary Public for Oregon  My commission expires \( \sum_{0.7} 01-05

		OFFICIAL SEAL
٥		GEORGE DOUMAR NOTARY PUBLIC - OREGON
		COMMISSION NO 345020
ı	MY COM	MMISSION EXPIRES JULY 1, 2005
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REQUEST FOR FULL RECONVEYANCE	(To be used	only when	obligations have	been paid.)

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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 to the parties design		
nated 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		
secures.	D C :	
Both should be delivered to the trustee for cancellation before	Beneficiary	