	TRUS	November 131	329								
	THIS TRUST DEED, made this Seventeenth also known as Earl R. Depue and Dorothy Depue	I Ray Depue	79.27 between								
	Earl R. Depue and Dorothy Depue	, husband and wife	, as Grantor,								
	KLAMATH COUNTY TITLE COMPANY		as Trustee,								
	and BUDGET FINANCE PLAN OF BEND,	INCORPORATED	as Beneliciary,								
		ESSETH.									
	Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:										
ı	Lots 1, 2, and 3 in block 28 of	Crescent Township, Klamath count	v. Oregon.								
4		••									
	which said described real property does not exceed three acres, together with rights thereunto belonging or in anywise now or hereafter appertaining, and to or used in connection with said real estate,	h all and singular the tenements, hereditaments and ap the rents, issues and profits thereof and all fixtures no	purtenances and all other v or hereafter attached to								
4 19 71	FOR THE PURPOSE OF SECURING PERFORMANCE of each agreem with interest thereon at the agreed rate of 3% per month on that part of the part of the unpaid principal balance in excess of \$300.00, but not in excess of \$1,000.00, but not in excess of \$5,000.00, pursuant to the to Beneficiary, or order, and made by Grantor, said note being payable month day of each month, the final payment of principal and interest of said promise	e unpaid principal balance, not in excess of \$300.00; of \$1.000.00; and 1-%% per month on that part of the	1-%% per month on that unpaid principal balance								
7	schedule of payments agreed upon: 60 x l	sory note, if not sooner paid, to be due and payable\Q L27 •00	vember17, 1977								
1	To protect the security of this trust deed, grantor egrees: 1.To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon;	legally entitled thereto," and the recitals therein o be conclusive proof of the truthfulness thereof,									
	not to commit or permit any waste of said property.  2. To complete or restore promptly and in good and 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 said 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	8. Upon any default by grantor hereunder, the without notice, either in person, by agent or by a court, and without regard to the adequacy indebtedness hereby secured, enter upon and take or any part thereof, in its own name sue for or issues and profits, including those past due and the country of the co	receiver to be appointed by of any security for the possession of said property otherwise collect the rents,								
	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.	upon any indebtedness secured hereby, and in succeptermine.  9. The entering upon and taking possess collection of such tents, issues and profits or the	order as beneficiary may ion of said property, the proceeds of fire and other								
l	4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, written in companies acceptable to the beneficiary with loss payable on the	insurance policies or compensation or awards for a property, and the application or release thereof as waive any default or notice of default hereunder pursuant to such notice.  10 Upon default by grantor in payment of	aforesaid, shall not cure or or invalidate any act done								
١	latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the 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 the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by	hereby or in his performance of any agreement here declare all sums secured hereby immediately due an heneficiary at his election may proceed to foreclare	under, the beneficiary may d payable. In such an event this trust deed in equity as								
١	penenciary upon any indebtedness secured horeby and in such order as beneficiary may determine, or at option of beneficiary the entira 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.	a mortgage in the manner provided by law for mor the trustee to foreclose this trust deed by advertise event the beneficiary or the trustee shall execute a written notice of default and his election to property to satisfy the obligations secured hereby, fix the time and place of sale, give notice thereof proceed to foreclose this trust deed in the manner 86,795.	vinereupon the trustee shall is then required by law and provided in ORS 86.740 to								
	5.To keep said premises free from mechanics' 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, without waiver of any rights arising from breach of any of the covenants hereof, 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 with interest at the rate of 10% per annum shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums breach of this trust deed.	11. After default at any time prior to five content uses for the trustee's sale, the grantor or ot ORS 86.760, may pay to the beneficiary or respectively, the entire amount then due under the the obligation secured thereby other than such a would not then be due had no default occurred, an in which event all foreclosure proceedings shall be in 12. Otherwise, the sale shall be held on the place designated in the notice of sale. The trusteen in one parcel or in separate parcels and shall seauction to the highest bidder for cash, payable a shall deliver to the purchaser its deed in form as regrouperty so sold, but without any covenant or wa The recitals in the deed of any matters of fact shall truthfulness thereof. Any person, excluding the grantor and beneficiary, may purchase at the sale.	her person so privileged by his successors in interest, terms of the trust deed and ortion of the principal as d thereby cure the default, ismissed by the trustee, date and at the time and lay sell said property either If the parcel or parcels at the time of sale. Trustee urred by law conveying the trustey, express or implied. be conclusive proof of the trustee, but including the								
	It is mutually agreed that:  6. 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 moint payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorncy's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary	13. When trustee sells pursuant to the power shall apply the proceeds of sale to payment of (1) it the trust deed, (2) to all persons having record interest of the trustee in the trust deed as their order of their priority and (3) the surplus, if any successor in interest entitled to such surplus.									
ĺ	THE ABOUT OF THE	14. For any reason permitted by law beneficiappoint a successor or successors to any trustee successor trustee appointed hereunder, Upon such conveyance to the successor trustee, the latter showers and duties conferred upon any trustee hereunder, Each such appointment and substitution	named herein or to any appointment, and without all be vested with all title, arein named or appointed or shall be made by written								
	such compensation, promptly upon beneficiary's request.  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 reconveyence, 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 restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) greconvey, without warranty, all or any part of the property. The grantee in any reconveyence may be described as the "person or persons	instrument executed by beneficiary, containing re and its place of record, which, when recorded in Clerk or Recorder of the county or counties in whi shall be conclusive proof of proper appointment of 15. Trustee accepts this trust when this acknowledged is made a public record as provid obligated to notify any party hereto of pending sa trust or of any action or proceeding in which grashall be a party unless such action or proceeding is be	the office of the County ch the property is situated, the successor trustee. deed, duly executed and led by law, Trustee is not le under any other deed of tor, beneficiary or trustee								
	grantee in any reconveyance may be described as the "person or persons		ought sy musics,								
	The grantor covenants and agrees to and with the beneficiary of said described real property and has a valid title thereto and twhomsoever.	hat he will warrant and forever defend the sa	ne against all persons								
	IN WITNESS WHEREOF, said grantor has hereunto s STATE OF OREGON,	et his hand the day and year first above written	•								
	County of KLAMATH	nnnn									
	November 17 19 72 Personally appeared the above named Darties	Cal K Do Que	2								
	and acknowledged the foregoing instru-	+ Dancky Delical									
	mont to be you the stand deed.  Beldre me to be to the stand deed.										
١	SEAL TO XULTURE /V / Wills										

(OFFICIAL Notary Public for Oregon 10=23=76

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NOTE: The Trist Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, to company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance compauthorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches.

FORM 36-48-1 (ED, 10-71)

	TRUST DEED		Grantor	Beneficiary	STATE OF OREGON,  County ofKLANATH	I certify that the within instrument was received for record on the27th	Record of Mortgages of said County.  Witness my hand and seal of County affixed.  WM. D. MILNE	BY LESS & LARREN & Title	Budget Finance 817 do. 3 ad dt Band, Organ 97701
	REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.  TO:								
ORM	Do no			, 19.	HE NOTE which	h it secures. Both must b nce will be made.	Reneficiano	***************************************	

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