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| 2.0991 | Trust Deed Series—IRUST DEED. | | tol M Para | NO CO 8854. 8720 |
|------------|-------------------------------|--|------------|------------------|
| TK | 15006 | TRUST DEED | | |
| THIST | RUST DEED, made thi | is 21st day of May | У | , 19.76, between |
| Charley L. | Gentry & Rive | (二, 段, 9 ⁽²⁾ : ○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○○ | | , as Trustee |
| klamath C | ounty Title Com | | | , as Beneficiary |

in Klamath County, Oregon, described as:

Lot Ten (10) in Block One (1) in New Pine Acres, Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in tion with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE at each account of figures herein contained and paymen Dollars, with sum of <u>IWO-thOUSANG-ONE-fundeed at the terms of a promissory note of even data herewith</u> psychola to hereining or order and made by deat in anywise ant of the

interest

Code as the beneliciary may require and to pay for thing same in the proper public office or offices, as well as the cost of all lies searches made proper public office or offices, as well as the cost of all lies searches made proper public office or offices, as well as the cost of all lies searches made proper public office or offices, as well as the cost of all lies searches made proper public offices or searching agencies as may be deemed desirable by the beneficar. To provide and continuously maintain insurance on the buildings and such other hasards as the beneficiary may from time to the there all companies acceptable to the beneficiary may from time to the there all companies acceptable to the beneficiary may from time to the there all companies acceptable to the beneficiary may from time to the there offices of insurance shall be delivery with loss payable to the hitter; all companies acceptable to the beneficiary as youch insurance and to an emount not less than be delivery with loss payable to the hitter; all companies acceptable in insurance policy may be applied by benefi-tion of any ipolicy of insurance policy may be applied by benefi-colary detendence on or herealter placed on said buildings. The beneficiary inductedness secured hereby and in such order as beneficiary day part, herebl) may be cleased to grantor. Such application or radiate any ast dons pursuant to such indice. I form construction liens and to pay all to beneficiary is due or motics of delault hereunder or invalidate any ast dons pursuant to such indice. I form construction liens and there against said property belore any monor bill or rakes payment of any taxes, assess-ments, insurance preor by providing beneficiary with funds with which to by direct payments and other charges the soft or assessed upon or takes assessments and other charges the soft on make payment there of beneficiary ishould then the add and become a part of the one as a the trust deed, without wins of any radies the addia to any of the trust deed, with a the

of this earch as well as the other costs and expense of the tradet intervals in connection with or in enlocing this obligation and tradets and attorney's tess netrally incurred. 7. To appear in and delend any action or, proceeding purporting to altect the security rights or powers of boneliar or trustes and in any sait, altect the security rights or powers of boneliar or trustes and respense, in-any suit for the forcelosure of this dediar or any alt costs and expenses, in-any suit for the forcelosure of this dediar or any alt costs and expenses, in-any suit for the forcelosure of this dediar or any alt costs and expenses, in-any suit for the forcelosure of this dediar or any alt costs and expenses, in-any suit for the forcelosure of this dediar or trustees attorney's fees, the mount of attorney's lees mentioned in this paragraph 7 in all cases shall be amount of attorney's lees mentioned in this paragraph 7 in all cases shall be amount of attorney's lees mentioned in this paragraph 7 in all cases the ap-desree of the trial court, grane of the triat of the triat of the triat of the ney's fees on such appeal. If its mutually affered that: If its mutually affered that all or any portion of the monies payable right, if it so elects, to taking, which are in excess of the amount required is compensation for such taking, which are in excess of the amount required for any 41 reasonable on such proceeding, shall be paid to beneliciary and applied by its upon any reasonable costs and expenses and attorney's fees libeared hereby; and grantor agrees, at its own expone, to taking such com-plained out its and appellate courts, necessarily paid or incurred by beens libeared hereby; and grantor agrees, at its own expense, to take such anterion and secults such instruments as shall be necessary in obtaining such com-pontation, promptly upon beneliciary's request. 9, At any time and trong time to time, the defause and to formed and the com-sensation, promptly upon beneliciary's request.

nd gramments as instruments as ily upon beneficiary's time and irom time and pres to time upon written request of bene-I any time and from time to time of this deed and the note I ment of its less and presentation of this deed and the note I (in case of full reconveyances, for cancellation), without allecti of any person for the payment of the indebtedness, trustee m liciar

The above described real property □ is ∞ is not (state which) currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, grantor agrees: 1. To protect preserve and maintain suid, property, in good condition, and repair, not to remove or demolish any building or improvement thereon, not to commit any wate of said property. The protect preserve and is adjourney to said property, in good condition, and repair, not to remove or demolish any building or improvement thereon, not to commit any wate of said property. The protect preserve and the said property is a good condition, and repair any building or improvement thereon, 1. To protect preserve and the said property. The said property with all laws, ordinance, regulations, governants, condi-tions and restrictions altecting asid property; if the beneficiary as requests, to indicate any may require and to pay for filing same in the proper public altice or collices, as well as the cost of all line sarchs without to reality error any continuously maintain insurance on the buildings now or horeality error and continuously maintain insurance on the buildings and acuch other hasards as the beneficiary may the to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other into and said property is the to time require, in and acuch other hasards as the beneficiary may from time to time require, in and acuch other thasards as the beneficiary may from time to time require, in and acuch other thasards as the beneficiary may from time to time require, in and acuch other thasards as the beneficiary may from time to time require, in and acuch other thas

the indebiedness hereby secured, enter upon and the parties confister the rank, issues and profits, including those past due and unpictuding reasonable attorney's test upon any indebiedness secured hereby, and in such order as beneficiary may determine. 11: The entering upon and taking possession of and property, the collection of such rents, issues and or awards for any taking or damage of the insurance policies or comparison or awards for any taking or damage of the insurance policies or comparison or awards for any taking or damage of the insurance policies or comparison or release thereol as alorestid, shall not cure or wards for any taking or damage of the insurance policies or comparison or release thereol as alorestid, shall not cure or wards the mean the reunder. The beneficiary may death notice. Hereb 2: Dipon default by grantor in payment of any indebiedness secured in a upon secure dhereby immediately due and payable. In such an event decider and property is currently used for agricultural, timber or draining purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a motigage in the manner provided by law for me beneficiary at his election may proceed to foreclose this trust with a secure and and sale. In the latter even the beneficiary with the trustes shall its for the or action dipate while the such as then and the of sale, dive contary, where the beneficiary or the trustes shall its for the or or or the parent secured and and sale. In the beneficiary secure the beneficiary or the foreclosure, the very to be and place of sale, dive contary, where the secure and and sale. The fast and the beneficiary or the fore and beneficiary or the struste shall its for the or stread place to sale, dive notics thereof as then anot glace or the secure and the distingt and the secure and sale then also a distingt and the secure and and sale. In the latter event, the beneficiary or the struste shall execute and anot sale of the utures shall its for the orelease by advertisement and sale

is, if any, to the grantor or to his successor in interest statements, if any, to the grantor or to his successor is any trustee named herein or to any popint a successor to any trustee named herein or to any sor trustee appoint. If a successor is any trustee named herein and without sor trustee appoint. If all shall be added with all title, sand duties conferred upon any trustee herein named or appointer. Each such appointment and substitution shall be made by written ment executed by beneliciary, containing reference to this trust deed its place of record, which, when recorded in the ollies of the County or counties in which the property is situated, he conclusive proof of proper appointment of trustes. time appoint time successor its powers and duties contern-hereunder. Each such appointmen instrument executed by beneticinry or and its place of record, which, when Clerk or Recorder of the county of count shall be conclusive prool of proper app in 17. Trustee accepts there or notily any particulate record is not any particulation of the record is not in any particulation of the record is action of the county of the record is a statement of the record is a st and

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, or savings and lean association authorized to do business under the laws of Oregon or the United States, a tille Insurance company authorized property of this sale, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. a bank, trust

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