n Trust Deed Series.	A. 1115					
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	DEED	Vo	. 18	Page	3663	
$\  TRUST DEED, made this \mathcal{Z}^{\mathcal{U}}$	dav of	February	7	1 4. 0	, 19 78 , bei	Tueson
A. FISHER and RONALD E. PHA	IR		:		, 1970, Dei , as Gra	
J BANK, KLAMATH FALLS BRANCH					, as Tr	
RRY D. BOIVIN					, as Benefi	
WITNE	SSETH:				,	
Grantor irrevocably grants, bargains, sells and con	veys to	trustee in tri	ist, with	power of	sale, the pro	perty
KLAMATH County, Oregon, described as:	:					
Tot 9 in Block 14 of Birch Black			_			
Lot 9 in Block 14 of First Additito the official plat thereof on f	on to $i_{1}$	the Mead	lows,	accord	ing	
Clerk of Klamath County, Oregon.	TTG TI	i the or	.ice (	oi the	County	
			•			
				•		
ch said described real property does not exceed three acres, top	gether with	h all and sing	ular the	tenements, i	hereditaments ai	nd ap-
tenances and all other rights thereunto belonging or in anywise r	now or here	eafter appertai	ning, and	the rents, is:	ues and profits i	hereof
all fixtures now or hereafter attached to or used in connection w FOR THE PURPOSE OF SECURING PERFORMANCE	of each a	ear estate, preement of pr	antor her	ein containe	d and payment	of the
of THIRTY-TWO THOUSAND and no/100th	hs				-Dollars with i	ntorest
eon according to the terms of a promissory note of even date l	herewith, 1	payable to ben	oficiary o	t order and	made by grante	n, the
I payment of principal and interest hereof, if not sooner paid, to	o be due a	nd payable	Mar	ch 1,	. 19	81 .
To protect the security of this trust deed, grantor agrees:	endorsenn the babili	nt (in case of h	II reconvey	ance, for can	ellation), without .	directing
<ol> <li>To protect, preserve and maintain said properly in good condition repair; not to remove or demolish any building or improvement thereon;</li> </ol>	(a) conse	nt to the making	of any m	an or plat of	indebtedness, trust said property, (b)	******
to commit or permit any waste of said property. 2. To complete or restore promptly and in good and workmanlike	supordina	tion or other ag	reement af	ectine this de	thereon, (c) join red or the hen or	charte.
ner any building or improvement which may be constructed, damaged or royed thereon, and pay when due all costs incurred therefor.	grantee in	n any reconveya	ice may l	ny, all or any w described a	part of the proper 5 the "person or	ty. The persons
3. To comply with all laws, ordinances, regulations, covenants, condi- and restrictions affecting said property; if the beneficiary so requests, to	be conclu	sive proof of the entioned in this p	truthfulne	als thereof. Tr	part of the proper s the "person or any matters or Lac offee's fees for any	of the
in executing such financing statements pursuant to the Uniform Commer- Code as the beneficiary may require and to pay for filing same in the	10 time with	Upon any dela	aragraph sr ult by gra	ntor hereunde	than \$5. 5. beneficiary may 5. by a receiver to	at any
er public office or offices, as well as the cost of all lien searches made filing officers or searching agencies as may be deemed desirable by the feature						
ficiary. 4. To provide and continuously maintain insurance on the buildings or hereafter erected on the said premises against loss or damage by fire	erty or ar	ny part thereof, in	its own na	me sue for or	quary or any secu ke possession of sai otherwise collect th	d prop- le rents,
such other hazards as the beneficiary may from time to time require, in-	less costs	and expenses of	operation a	nd collection.	paid, and apply th including trasonabl	e attor.
mount not less than & insurable value , written in	heaty ma	w defermine.			nd in such order a	
panies acceptable to the beneficiary, with loss payable to the latter; all ies of insurance shall be delivered to the beneficiary as soon as insured;	conection	of such rents, is	sues and p	rotits, or the	ion of said proper proceeds of fire an	ty, the d-other
ie grantor shall fail for any reason to procure any such insurance and to ser said policies to the beneficiary at least filteen days prior to the expira-	monerty,	policies or compe and the applicati	nsation or on or relea	awards for an se thereof as a	v taking or damage doresaid shall not	
of any policy of insurance now or bereafter placed on said buildings, beneficiary may procure the same at grantor's expense. The amount	waive any					of the
cted under any file or other insurance policy may be applied by benefi- - upon any indebtedness secured bereby and in such order as beneficiary -		to such notur	e of defai		a invalidate anv a	r of the cure of ct door
	12 hereby or	to such notice : Upon default h -in his performan	e of dela. S grantor Se of ans s	in payment of wreaming here	et invalidate ans a any indebtedness under the beneficia	r of the cure or ct done recured
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<ul> <li>determine, or at option of benchicary the entire amount so collected, on part thereof, may be released to grantor. Such application or release shall cure or waive any default or notice of default hereunder or invalidate any one pursuant to such notice.</li> <li>5. To keep said premises free from mechanics' liens and to pay all exacts any part of such payle and to pay all exacts and there charges that may be levied or assessed upon or net said property before any part of such fares, assessments and other charges that may be levied or assessed upon or net said property before any part of such fares, assessments and other services and the grantor ball to make payment of any fares, assessing part of by providing beneficiary with lunds with which to essee payment or by providing beneficiary with lunds with which to the such payment, beneficiary may, at its option, make payment hereof, the amount so paid, with interest at the rate set forth in the note secured by, together with the obligations described in paragraphs 6 and 7 of this it deed, without waiver of any rights arising from breach of any of the payment secured by this trust deed induced as well as the grantor, shall be bound to the estent that they are bound for the payment of the obligation herein notice, and the nonpayment thereol shall, at the option of the beneficiary with strust including the cost life all such payments, lead of this trust deed induced set of this trust including the cost life sacch as well as the other cases of this trust including the cost life sacch as well as the other cases of the trustee incurred solution or the beneficiary or trustee; and incurred in and defend any action or proceeding my suit, an or proceeding in which the beneficiary or trustee; and in any suit, an or proceeding in which the beneficiary or trustee; and in any suit, an or proceeding in which the beneficiary or trustee; and in any suit, an or proceeding in which the beneficiary or trustee; and in any suit, ano proceeding in which the beneficiary or trust</li></ul>	12 hereby or declare al beneficiary as a mor duret the the latter recorded, teal proposed that in Law and y whill in Law and y whill in Law and y while the base of the obligation enforcing ceeding 3 be due h all borels in one p auction to shall deli- the prop chall app chall	In such notice. . Upon delault h in his performan- in his performan- in his performance y at his election Righe in the mai- trustien to lorech event the benef- ling written notice event the benef- ling written notice event the benef- ling written notice written notice Notice the benef- Note the benef- Note the benef- Note the trustee's Nother trustee's the terms of the secured thereby the terms of the parch- with the parch- the parceling with the parch- the parceling with the there the recompression of a compression of the history of the parch- the parceling with the there the recompression of the mether the source the history of the source the mether the source the the source the source the the source the source the the source the source the the source source the the source the source the the source source source the the source source source the the source source the source source the the source sourc	e of defaits > grantfor - e of any - redy mini- timay processi- net provides of default - obligation - obl	It payment of greenent here all to lorechose of to lorechose ef by law lo ust deed by - we trustee shal and his election is secured here give notice th secured here grant to five a granter or othe prior to five a grant trustee's costs and exp and trustee's or the relation of the prior of the second	a invalidate any a site invalidate any a site indet the herein a parable. In such a the brench a parable, in such a the study deed any murgade lorecher and can be set the said divertisment and levente and the subscription of the said divertisment is provided. Any before the deal in the set divertisme and stores is provided the subscription of the trust deed a structure. Steer includation would be add propertified as the deal in which the subscription of the trustee. The subscription of the trustee is the subscription of the trustee is subscription of the trustee is subscription. The subscription of the trustee is subscription of the trustee is subscription. The subscription of the trustee is subscription of the trustee is subscription. The subscription of the trustee is subscription of the trustee is subscription. The expension of isomethy and is interest is subscription. The subscription is subscription of the trustee is subscription. The expension of isomethy and is interest is subscription. The subscription is subscription of the trustee is subscription. The expension of the trustee is subscription. The expension of the trustee is subscription. The expension of isomethy and is interest is subscription.	• of the cure o

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hereunder. Each such appointment and substitution shall be usade by written instrument executed by beneficiary, containing reference to this tract deal and its place of recent, which, when recorded in the other of the County (Terk or Recorder set the county or counters in which the projects is strated shall be conditione proof of proper appointment of the sources it tractice 17. Trustee accepts this trust when this deal, data constrated and acknowledged is made a public resort as provided by Law Trustee is no obligated to notify any parts beteto of pending sale under any other dead of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

If it the first basis has possibly that the torget hereinder reaches where an attaining where y are start member of the target fractions and context herein the layer of the basis fractions and context is a start of project, of the target fractions and context on the layer of the basis fractions and context is a start of project, of the target is a start of project, of the target is a start of project, of the target is a start of project is a start of project. ; ••••

3664 and that he will warrant and forever defend the same against all persons whomsoever. 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, lamily, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes. purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or 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; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. Charles A. Finder. FUELd & (If the signer of the above is a corporation, use the form of acknowledgment apposite.) 1085 95.47 JL STATE OF OREGON, STATE OF OREGON, County of ) \$5. ) \$5. County of KLAMATH . 19 . 1978 February 24 Personally appeared and . Personally appeared the above named CHARLES A. FISHER and RONALD E. who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the PHATR and acknowledged the foregoing instrusecretary of ment to be their voluntary act and deed. , a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: 1300 . ..... ali (OFFICL SEAL) Notary Public Iq. Oregon (OFFICIAL SEAL) My commission expires: Ŀ Notary Public for Oregon My commission expires: ss. 5 instru-Grantor Beneficiary County. seal DEED that the within and Record of Mortgages of said on page Klamath hand 881) OREGON °, received f TRUST o`clock M78 Witness my (FORM County Cleri D. Milne number MULLIN certify County affixed. Fee \$6.00 of ð 0Fwas County ay' as file 1 STATE bookment w 27ch. ЧШ. a 2:59 .5 01 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. , Tuntes TOThe undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You berely are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of infeltedness secured by said trust deed (which me delivered to you berewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate new hold by you under the same. Mail reconveyance and documents to DATED: , 19

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellorion before reconversance will be grade

Beneficiary