Contraction Sec.		90 & 13 cc Jul		12598
THI THI 38-21888 THIS TRUST L HIICH JOE SMITH	85907 EED, made this SR and KAZUK	TRUST DEED 19th CO SMITH, husband	and wife	19.80 between
as Grantor, Transau RICHARD W.	MORRIS and H	Insurance Company AZEL L. MORRIS, hu	isband and wife	as Trustee, and
	ak 10 - Tract	WITNESSETH: b, sells and conveys to trust Oregon, described as: No. 1042 TWO RIVI	ERS NORTH, in the	e County
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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-

tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \_\_\_\_FIVE THOUSAND DOLLARS AND NO/100-\_\_\_\_

sum of \_\_\_\_\_\_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 hereof, if

note of even date herewith, payable to beneticiary or order and made, by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable June 20th The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained 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 above described real property is not currently used for agricultural, timber or grazing purposes.

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sold, conveyed, assigned or alienated by the grantor without lists instruction, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction. To protect the security of this trust deed, grantor agrees:
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To compty with all aid property in the beneficiary so requests to for address at the beneficiary and require and to pay all lien searches made by find cilices or searching agrees at an any be deemed, desirable by the beneficiary or secure and to pay all lien searches made by find cilices or searching agrees at the beneficiary so requests to the building or invarance that the beneficiary, with loss payable to the larger in a mount not leable to the beneficiary or because a the beneficiary or because any prior to the expiration of a search and the pay and the grantor shall be delivered to the beneficiary or because and to pay any procure the same a grantor as presented to the beneficiary with loss payable to the limit and the grantor shall be delivered to the beneficiary with loss payable to the beneficiary upon any mobility and response the therad as the beneficiary, with loss payable to the beneficiary any power to the section of a section of a search at grantor as grant and to any power at the deliver and the deliver and beneficiary with loss payable to the section of the grantor shall be deliver and to note the section and the section of a section o

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereos?; (d) reconvey, without warranty, all or any path of the property, subout warranty, all or any path of the property subout processes of the property of the recitals there in runs the "person or persons feally entitled thereio," and the recitals therein Transfer's less that be conclusive proof of the truthlulness thereoi. There's less to ramy of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault by grantor hereunder, beneliciary may at any time without notice, either in person, by agent or by a receiver to be applied desting any path thereoil, in its own name sue or otherwise collect the rents, issues nots, and prolits, including thoses secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the and on the reliase thereoil or any taking or dama for a beneficiany the any construction of such rents, issues and profits, or the proceeds of the and on the row of the any chains or compensation or awaids for any taking or damade of the any other any delault or notice of delault hereunder or invalidate any act done warve any delault or notice.
12. Upon delault by grantor in payment of any indebtedness secured hereunder or invalidate any act done warve and the any chains of any any act any act done warve any delault by grantor in agreement of any data any complete the any chains and chains any accenter the secure of the any chains and a secure any delaute any act done warve any delault by grantor in payment of any indebtedness secured hereony any the any chains and the application or release thereol as aloresaid, shall not cure or warve ore in bio inserectiment.

property, and the application or release thereol as alconeaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done ursuant to such notice. 12. Upon delault by, grantor in payment of any indebtedness secured in the base of the proceed of the proceed to any agreement hereunder, the beneficiary may indebtedness secured arealy immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an ideal and cause to be recorded his written notice of the trustee to foreclose or the trustee shall advertisement and sale. In the latter event the beneficiary of the shall declare the trustee to foreclose or the trustee shall in a such an advertisement and sale. In the latter event the beneficiary of the obligations secured in ose is to be recorded his written notice of the obligations secured in each set be recorded his written notice of the data set by the therea provided in ORS 86.740 to 86.745. In the time and place of sale, give notice the runter of sale, the grantor or other person so priviled by trustee to fore the trust est by the there alter delault and my time prior to live days before the data set by the there alter delault and the beneficiary or his successors in mirret, respector ORS 86.760, the due thereby (including costs and expenses actually incurred in obligation and trustees and and the prively be the obligation and trustees and at the time and place designated in the notice of sale of the trust provided by law. The trustee may sell and the diverse the and the due had no delault on which, event all loveclosure proceedings shall be dismissed by the trustee. The sale shall be held on the date and at the time and place designated in the notice of sale or the time to or one parcels at in one party either the sale shall be held on the date and at the time and place designated in the notice of sale or the time to or earcels at a now provided by law. The tru

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneticiary 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, win all title conveyance duties conferred upon any trustee herein named is appoint and the successor trustee, the latter shall be vested with all title powers and facts such appointment and substitution shall be made by written hereuntient erceuted by beneticiary, containing referenties allowed by written into the conclusive proof of proper appointment of the successor trustee. Clerk or Recorder of the county or counties in all the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and obligated to motify any party hereto of proding sale any other deed of obligated for may action or proceeding in which grantor, benefing y other deed of shall be a party unless such action or proceeding is brought by trustee 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.

S = 4.

NOTE: The Trust Deed Act; provides; that the truste; hereunder, must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a title 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. 1.18

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تر میں اور	r covenants and	l agrees to and with	h the beneficiary and those claiming under him, that he is law- erty and has a valid, unencumbered title thereto
pt thos	e encumbra	nces of reco	rds in the second secon
hat he will	warrant and fo	prever defend the sa	me against all persons whomsoever.
an a		a da angenetik ken an an angenetik General angenetik ken angenetik General angenetik ken angenetik ken angenetik ken angenetik ken angenetik ken a	is a note and this trust deed are:
(a)* primarii	WAND AND AND AND AND AND AND AND AND AND	THE ZE ALADIOL & BAIL	represented by the above described note and this trust deed are: hold or agricultural purposes (see Important Notice below), <u>NAUDERAZ 21/2 20/2 20/2 20/2 20/2 20/2 20/2 20/2</u>
purpose This deed a	s. pplies to, inures t	to the benefit of and sors and assigns. The	binds all parties hereto, their heirs, legates, derice, derice, binds all parties hereto, their heider and owner, including pledgee, of the term beneticiary shall mean the holder and whenever the context so requires, the inv herein. In construing this deed and whenever the context so requires, the
uline gender	vess where	OF, said grantor he	as hereunto set his hand the day and year hist above the
applicable; if	CE: Delete, by lining varianty (a) is appl	icable and the benefician icable and the benefician i-in-Lending Act and Reg	y is a creditor Hurch the Smith, Smith
eficiary MUST losures; for this	comply with the A	strument is to be a FIRST ens-Ness Form No. 1305	lien to finance Kazuke Smith
a dwelling use	Stevens-Ness Form	No. 1300, or equivalent	
the signer of the	above is a corporation, awiedgment opposite.)	i (OR	s 93.490) ) ss.
ATE OF OR	EGON,	A CARLES AND A CAR	Personally appeared
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ugh Joe mith		112 12 22 22 2 2 2 2 4 2 2 2 2 2 2 2 2 2	president and that the latter is the
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5 <b>EAL)</b> .	Notary Public to My commission		1-82 My commission expires:
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