10000m PUBLISHING CO., PORTLAND, OR. 97204 90257 Am 11 TRUST DEED THIS TRUST DEED, made this ... 17 Michael R. Botens & Patricia Botens known as Husband and Wife Frontier Title Company ..., between ..., as Grantor, and South Valley State Bank, as Trustee, WITNESSETH: in D. County, Oregon described as

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Lot 49, Block 1, as shown on the map entitled " SECOND ADDITION TO KELENE GARDENS - TRACT NO. 1078", filed in the office of the County Clerk, Klamath County, Oregon.

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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon;

2. To complete 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 allecting said property; if the beneficiary so requests, to cial Code as the beneficiary may require and to pay for tiling same in the by illing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by lifes and such other hazards as the beneficiary.

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sinstrument, irrespective of the maturity dates expressed therein, or agricultural, timber or grazing purposes.

(a) consont to the making of any map or plat of said property; (b) join in subordinany casement or creating any restriction increas; (c) join in any subordinany casement or creating any restriction increas; (c) join in any subordinany casement or creating any restriction increas; (c) join in any subordinany context and the recitals there in any part of the lien or charge frantee in any casement and the recitals there in any part of the lien or charge frantee in any casement of the conclusive proof of and the recitals there in any matters for any of the services mentioned in this without policy and the remidical may at any individual of the conclusive proof of any district of the adequacy of any sectific view of the services mentioned in this without reduct of the adequacy of any sectific view of the services mentioned in this without reduct of the adequacy of any sectific view of the services mentioned in this without reduct of the adequacy of any sectific view of any part thereof, in its own name and the property of the services and part thereof, in its own name and any part thereof, in its own name and any part thereof, in its own name and the services of the services of operation and collection, and any part thereof in its own name and the services of the services of operation and collection, and any part thereof in its own name and the services of the services of operation and collection of such tents issues and profits, or the proceeds of live and other licitary may determine upon and taking possession of said property, and the application of search for any individual of the services of the servic

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law heneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed between the appointment, and without conveyance to the successor trustee, the latter shall be vested with all fitted 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, containing reference to this trust deed clerk or Recorder of the County and its place of record, which, when recorded in the office of the County shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duty executed and acknowledged is made a public record as provided by law. Trustee is not 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.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Ber, a bank treat company or savings and loan association authorized to do business under the laws 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, or the United States or any agency thereof.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-The grantor covenants and agrees to and with the beneficiary and those claiming under him, the beneficiary and those claims are considered to the beneficiary and the beneficiary are considered to the beneficiary and th

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, family, household or agricultural purposes (see Important Notice below),

for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to increase to the benefit of the benefit purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executives, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the term beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the context secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the context secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the context secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured hereby whether or not named as a benefit context secured he

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

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equivalent. (OKS 70 (If the signer of the above is a corporation; use the form of acknowledgment opposite.)	34 444	Laine duly sworn,
STATE OF OREGON, SS. Klamath	Personally appear	at the former is the
County of 1980 September 17, 1980 September 18 personally appeared the above named Michael R. Botens Patricia Botens	each 101	a corporation,
Michael R. Botens	al affixed to the foregoing instrument	ned and sealed in he-
and acknowledged the toregoing instru- their voluntary act and deed. ment (v.be. Before mer.) CEFFICIAL MALLALL Mallelli	and that the seal affixed to the force and and that the seal affixed to the said instrument was signored of said corporation and that said instrument to be and them acknowledged said instrument to be its volument to be its volument. The said corporation by authority of its board of them acknowledged said instrument to be its volument. The said affixed to the force of the said instrument to be its volument.	untary act and decur
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REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid. The 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 hereby are directed, on payment to you of any sums owing to you under the terms of 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 said trust deed (which are delivered to you trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of the terms of the terms of said trust deed (which are delivered to you hereby are directed, on payment to you of any sums owing to you under the terms of the terms o TO: .

estate now held byfyou under the same. Mail reconveyance and documents to

Beneficiary DATED:

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

Do not lose or destroy this Trust Deed OR THE NOTE which t		- CON)
De not lose or desiroy into		STATE OF OREGON	ss.
TRUST DEED [FORM No. 881] \$1EVENS-NESS LAW PUB. CO., PORTLAND, ORE. Grantor Beneficiary AFTER RECORDING RETURN TO	SPACE RESERVED FOR RECORDER'S USE	County of Klamath I certify that the wit ment was received for rece 25th day of September at 3:00 o'clock P. M., a in book M80 on page as file/reel number 90257 Record of Mortgages of sa Witness my hand County affixed. Mm. D. Milne County Clerk By Fee \$7.00	ord on the 1, 19 80 , and recorded 18427 or id County and seal of