NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attarney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company nuthorized to insure title to test property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under OKS available to associate.

surplus, il any, to the grantor or to his successur in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to convey and the successor of the latter shall be used been of the any convey and the successor furstee, the latter shall be used with all thit convey and the successor furstee, the latter shall be used with all thit instrument, and such appointment and substitution shall be made for appoint and its place of the county of the counties in which be different to the the successor of the successor of the counties in which the difference of the county and its place of second, when recorded in the other of the found of the place of second, when recorded in the successor trusteed shall be conclusive proof of proper appointment of the successor trusteed in the successor this trust when this decid, duly executed and other of any action parts thereto of pending sale under any other deed of any for any first pending in which sale and other and the difference of any action of proceeding in which sale under any other deed of shall be a party unless such action or proceeding is brought by trustee.

endorsement the liability

amount of attorney's lees mentioned in this paragraph 7 in all cases shall be fired by the trial court and in the event of an appeal from any judgment or pellate court shall adjudgrand further agrees bay such sum as the ap-ney's fees on such appeal." The secondalic as the beneficiary's or trustee's attor-ney's fees on such appeal. It is mutually agreed that: It is mutually agreed that: It is or electronic that any portion or all of said property shall be taken under the right of vent that any portion or all of said property shall be taken is not be appeal. The secondalic as the beneficiary shall be taken under the right of vent that any portion or all of said property shall be taken to nav all reasonable costs, expenses and afterney's fees necessarily paid or annied by it first up any reasonable constand expenses and attorney's fees necessarily the both in the trial and appeals courts, necessarily paid or incurred by tensor between appeals and the balance appeal upon the individent both in the trial and genetic courts, necessarily paid or incurred by tensor secured hereby; and grantor agrees, at its own expense, to take individent penation, prompting and from time to time upon written request of the incurred in a and presentating in obtaining such actions. 9 At any timpon beneficiary's requeres and and the note for the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may

<text><text><text><text><text><text><text> the default, in which event all foreclosure proceedings shall be dismissed by the trustee. If the trustee, the safe shall be held on the date and at the time and place designated in the notice of safe or the time to which said safe and in one parcel or in separate by law. The trustee may sell said property entry auction to the highest bidder for cash, payable at the parcel or parcels at the property to the purchaser to cash, payable at the parcel or parcels and the purchaser of the safe or the time to which said safe may auction to the highest bidder for cash, payable at the parcel or parcels and the purchaser of cash, payable at the parcel or parcels and the purchaser of the purchase the safe. The solution of the purchase the safe of the purchase the safe. If the safe of the safe. Trustee the property to the burden of the safe of the

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums event of the analy proceed to foreclose this trust deed declare all sums or diage or direct the trustee of the objective this trust deed advertisement and sale, or direct the trustee of the objective this trust deed advertisement and sale or direct the trustee of the objective this trust deed advertisement and sale. The latter event the objective this trust deed thereby, whereupon the trustee all property to satisf default and his election thereby, whereupon the trustee all property to satisf default and his election thereby, whereupon the trustee to foreclose the state device the maner provided in ORS 40 to 86.793. The advertisement and sale, the feature of the objective the date set by the said described of the feature of the objective that device the maner provided in ORS 40 to 86.793. The maner provided in ORS to foreclose the date set by the objective described of the feature of the trust deed and the ORS 66.0, may pay to the further the terms of this indirect, respect objection state any time prior to first days before the date set by the objection state and the objective the terms of the indirect and the certain the eterms of the objective the terms of the indirect and the trustee describe thereby (including costs and expenses trust deed and the certain the eterms of the objective that such again of the prior to the delault, not then be due had of trustee's and and thereby cure the delault, not then be due had no delault occurred, and thereby cure the trustee. 14. Otherwise, the sale shall he held on the date and at the time and

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ultural, timber or grazing purpose.
(a) consent to the making of any map or plat of said property: (b) join in Stanting any casement of creating any restriction thereon: (c) join (b) and (b) and (c) and (

Beginning at a point on the south boundary of said $SE_{XNW_4}^{44}$ view the Southwest corner of said $SE_{XNW_4}^{4}$ thence North and parallel to the West Line of said SEANWA 1020 feet to the Southwest corner of the tract therein conveyed, being the place of beginning of this description; thence from said place of beginning East and parallel.to the North line of said SEANWA, 165 feet; thence North and parallel to the West line of said SE4NW4100 feet; thence West and parallel to the North line of said SEANWA 165 feet; thence South parallel to the North line of said SEANWA 165 feet; thence South west and parallel to the worth line of said Segnwa 105 feet; thence South parallel to the West line of said SEgNWgl00 feet to the place of beginning parallel to the West line of said SE¼NW½100 feet to the place of beginning EXCEPTING the West 25 feet thereof. Now or hereafter appertaining, and the rents, 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

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property A portion of the SEANWY of Section 2, Township 39 South, Range 9 East of A portion of the SE4NW4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon Beginning at a point on the South boundary of said SE4NW4495feet east of the Southwart County of Section 2, Township 39 South, Range 9 East of Beginning at a point on the South boundary of said SE4NW4495feet east of the Southwart County of Section 2, Township 39 South, Range 9 East of the South boundary of said SE4NW4495feet east of the South boundary of said SE4NW4495feet east of

Vol.mg 2 Fage 5376 @ THIS TRUST DEED, made this 30th AMERICO M. FRABOTTA AND LILLIAN J. FRABOTTA as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY INC., WILLIAM R. NICHOLSON, JR., as Trustee, and as Beneficiary, in . KLAMATH.....

st Deed Series-TRUST DEED.

TRUST DEED

	5377
The grantor covenants and agrees to and v v seized in fee simple of said described real pr	with the beneficiary and those claiming under him, that he is law- roperty and has a valid, unencumbered title thereto
that he will warrant and forever defend the	same against all persons whomsoever.
 (a)² primarily for grantors personal, tamily, house (b) lor an organization, or (even it grantor is a nupurposes. This deed applies to, inures to the benefit of and personal tepresentatives, successors and assigns. The 	a represented by the above described note and this trust deed are: whold or agricultural purposes (see Important Notice below), atural person) are for business or commercial purposes other than agricultural binds all parties hereto, their heirs, legatees, devisees, administrators, execu- term beneficiary shall mean the holder and owner, including pledgee, of the ciary herein. In construing this deed and whenever the context so requires, the add the singular number includes the plural.
IN WITNESS WHEREOF, said grantor h	as hereunto set his hand-the day and year first above written.
MPORTANT NOTICE: Delete, by lining out, whichever warrant t applicable; if warranty (a) is applicable and the beneficiar such word is defined in the Truth-in-Lending Act and Reg neficiary MUST comply with the Act and Regulation by mo closures; for this purpose, if this instrument is to be a FIRST 1 o purchase of a dwelling, use Stevens-Ness Form No. 1305 this instrument is NOT to be a first lien, or is not to finance a dwelling use Stevens-Ness Form No. 1306, or equivalent. In the Act is not required, disregard this notice.	y is a creditor ulation Z, the ulation Z, the Americo M. Frabotta ulation Z, the <i>Lillian J.</i> Frabotta a the purchase
	93.490)
ATE OF OREGON,))ss. County ofKlamath)	STATE OF OREGON, County of
pril 30 19 82	Personally appeared and
Personally appeared the above named Americo M. Frabotta and Lillian J. Frabotta	who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of
PUB and actorowledged the foregoing instru- 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 the instrument was signed and sealed in behalt 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:
Notary Public for Oregon	Notary Public for Oregon (OFFICIAL
My commission expires:11/16/84	My commission expires: SEAL)
Te be used or	ST FOR FULL RECONVEYANCE nly when obligations have been paid.
To be vised or The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust doed or pursuant to statute, to cancel all eviden ewith together with said trust deed) and to reconvey, wit ate now held by you under the same. Mail reconveyance	nly when obligations have been poid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said the directed, on payment to you of any sums owing to you under the terms of nees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to
To be used or The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust deed or pursuant to statute, to cancel all evider ewith together with said trust deed) and to reconvey, wit	nly when obligations have been poid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said the directed, on payment to you of any sums owing to you under the terms of nees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to
To be used or The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust deed or pursuant to statute, to cancel all evider sewith together with said trust deed) and to reconvey, with ate now held bytyou under the same. Mail reconveyance NTED: , 19	nly when obligations have been poid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of nees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to
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To be used or The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust deed or pursuant to statute, to cancel all evider sewith together with said trust deed) and to reconvey, with ate now held bytyou under the same. Mail reconveyance NTED: , 19	nly when obligations have been poid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said tree directed, on payment to you of any sums owing to you under the terms of nees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to
The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust deed or pursuant to statute, to cancel all evider ewith together with said trust deed) and to reconvey, wit ate now held bytyou under the same. Mail reconveyance MTED: , 19	nly when obligations have been paid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said tree directed, on payment to you of any sums owing to you under the terms of mees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to
Te be used or The undersigned is the legal owner and holder of all st deed have been fully paid and satisfied. You hereby a d trust doed or pursuant to statute, to cancel all evider ewith together with said trust deed) and to reconvey, wit ate now held by you under the same. Mail reconveyance TED: , 19 De not lose or destrey this Trust Deed OR THE NOIE which it secure (FORM Ne. 481) STEVENE-NESS LAW FUB.CO., FORTLAND, URL rabotta Grantor	nly when obligations have been paid. ., Trustee indebtedness secured by the foregoing trust deed. All sums secured by said true directed, on payment to you of any sums owing to you under the terms of mees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the and documents to Beneticiary m. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, County of Klamath I certify that the within instru- ment was received for record on the 30. day of April. 19.82, at .32.42. o'clock P. M., and recorded in book/reel/volume NoM.82on page. 5.37.6or as document/fee/file/