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u		111201	STEVENS-NESS LAW PUBLISHING	CO., PORTLAND, OR. 97204
	FORM No. 881—Oregon Trust Deod Socies—TRUST DEED.	Mtc /1201-2	Vaimin Page	.5961 ····
_	FORM No. 891—Urojos	TRUST DEED		10 82 between
	KKI CO	day of	May	17
١	THIS TRUST DEED, made the	is Washand and W	ife	, as Trustee, and
	Dandell and Mar	y Ranuaria		, ds 110
	Bobby Randari Bobby Randari TITLE as Grantor, MOUNTAIN TITLE	COMPANI	nd Wife	
1	Frank Ramirez and Amel	lia R. Ramirez, Husband a		is a neoperty

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, County, Oregon, described as: inKlamath...

Lot 20 in Block 8, OREGON SHORES SUBDIVISION, TRACT 1053, according to the official plat thereof on file in the office of the County Clerk of 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 THINDRED AND NO 1300.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, if not sooner paid, to be due and payable Per Terms of note 19. 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 thereot, 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by his instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any man or plat of said property: (b) inin in

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The above described real property is not currently used for agriculty.

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 transve or demolish any building or improvement thereon;
not to commit or permit any waste of said protective, good and workmanlike
2. To complete or restore promptly and in constructed, damaged or
manner any building or improvement which may be constructed, damaged or
destroyed thereon, and pay when due all costs necurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property: if the beneficiary so requests, to
tions and restrictions affecting statements pursuant to the Uniform Commerjoin in executing such financing statements pursuant to the Uniform Commerjoin in executing such financing statements pursuant to the Uniform Commerjoin of the such cities of the such proper public office or offices, as well as the cost of all lien searches are
proper public office or offices, as well as the cost of all lien searches pursuant of the definible by the public offices or oscarching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance on the buildings

soms and restrictions attecting said property if the beneficiary so requests, to in recenting such imancing statements and to pay for tilling arches the beneficiary may well as the cost of all fire arches made of the public officer or carefully agencies as may be deemed desirable by the political officers or searching agencies as may be deemed desirable by the political officers or searching agencies as may be deemed desirable by the political officers or searching agencies as may be deemed desirable by the political officers or searching agencies as may be deemed desirable by the political officers of the searching agencies as may be deemed desirable by the political officers of the searching agencies as may be deemed desirable by the political officers of the searching agencies and the searching agencies against loss or dange by like an amount not less than the beneficiary, with toos payable to the laster; all own process and the delivered to procure any such insured to process and the search of the process 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 granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the iten or charge in any reconveyance may be described as the "person or persons the person and the person of persons are the person of persons and the person of persons are conclusive proof in the truthfulness thereof. Truster's less for any of the econclusive proof in this paragraph shall be not less than \$5.

In Upon any default by grantor hereunder, beneficiary may at any limit without notice, either in person, by agent or the property of the property of the property of the person of the pe

waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums ascured hereby immediately due and payable. In such and early the beneficiary at his election may proceed foreclose this trust deed by an equity as a mortgage to the latter event the beneficiary or the trustee so devertisement and sale. It has a treatment of the latter of the latter of the latter of the latter with the sent of delault and his election advertisement and cause to be recorded his written not established to sell the said described real property to the sale give of the said described real property to the said place of sale, give office thereby whereupon the trustee shall lix the time of the sale give office the maner provided in ORS 86.740 to 86.795 and place of sale, give office the maner provided in ORS 86.740 to 86.795 before the date set by the same provided in the sale, the grantor or other person so privileged by the form the relative the sale, the grantor or other person so privileged by the sale for the trustee sale, the grantor or other person so privileged by the other sale that the sale shall be despited and the trustee deal of the trustee sale, the grantor or other person so privileged the sale shall be despited and the trustee and estormey's lees and estormey's lees and the terms of the trust deed and the terms of the trust deed and the terms of the trust deed and the terms of the obligation and traces and attorney's lees and estormey and then the date and other than such portion or the prince of the delault, in which event all foreclosure proceedings shall be dismissed by the delault, in which event all foreclosure proceedings and at the time and

the default, in which event all foreclosure proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may lead to estimate the postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at one parcel or in separate parcels and shall sell the parcel or parcels at the time of sale. Trustee in the property so sold, but without any coverant or warranty, express or install deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any coverant or warranty, express or interest of the trustee in the recitals in the deed of any matters of lact shall be conclusive proof of the truthluiness thereof. Any person, established the trustee, but including the truthluiness thereof. Any person, established the trustee of the trustee and a reasonable charge by trustee, shall apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of the trustee and a reasonable charge by trustee, shall apply the proceeds of the trustee and a reasonable charge by trustee, shall apply the proceeds of the trustee and a reasonable charge by trustee shall apply the proceeds of the trustee and a reasonable charge by trustee in the value of the trustee in the trust alternative to the interest of the trustee in the trust deviation. The property and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surphus.

surphus, it any, to the grantee or to his successor in interest entitled to such surphus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any trustee appoint a successor trustee appointment, and within conveyance to the successor trustee, the latter shall be vested with all fittee powers and duties concered upon any trustee shall be readed or appointed prosents and duties of the successor trustee, the latter shall be made by written hereunder. Each such appointment and submit selected to the trust hereunder executed beneficiary, containing telerence to this trust and its place of record, which, when record which the property is situated. Clerk or Recorder of the country or counties in which the property is situated. Trustee accepts this trust when this deed, duly executed and acknowledged is made a submitted to positive proof of proping record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed 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.

r an attorney, who is an active member of the Oregon State Bor, a bonk, it of Oregon or the United States, a title insurance company authorized to insure ted States or any agency thereof, or an escrow agent licensed under ORS 696.505

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an or savings and loan association authorized to do business under the laws of C property of this state, its subsidiaries, affiliates, agents or branches, the United

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

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),

(b) _tor_an_erganisation_or (even-id-granter-ie-a-natural-person) are for business or commercial purposes other than egricultural-purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 as 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. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. . Kandall Bolly Randall Bobby Mary Randall (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, STATE OF OREGON, County of County of Klamath, 19...... Personally appearedand Personally appeared the above named Bobby Randall andwho, each being first duly sworn, did say that the former is the president and that the latter is the Mary Randall 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 behalf 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: and acknowledged the toregoing instru-to boy, Chill voluntary act and deed. Notary Public for Oregon COFFICIAL dogninission expires: 7/13 SEAL) My commission expires: 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held bytyou under the same, Mail reconveyance and documents to Beneficiary or destroy, this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be a TRUST DEED STATE OF OREGON, (FORM No. 881) County of ... Klamath I certify that the within instrument was received for record on the at. 3:55 o'clock? M., and recorded SPACE RESERVED in book/reel/volume No.M.82 on FOR page 5961or as document/fee/file/ RECORDER'S USF instrument/microfilm No. 11746 , Record of Mortgages of said County. Beneticiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. MOUNTAIN TITLE COMPANY Evelyn Biehm County Clerk on a Me Church Deputy

Fee \$8.00

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