_	1-Oregon Trust Deed Se		MTC 11590- TRUST DEED				
4	5279		AAE LOYCE DE PRAT	. S	eptember	, 19 <u>82</u> , bet	ween
<u>n.</u>	THE TRUST D	EED, made this	day of AF LOYCE DE PRAT	hucha	nd and Wile	***********	11.
T	PHILLIP 0.	DE PRATO and P	MAE LOYCE DE PRAT			, as Trustee	, and
	MOIINTA	IN TITLE COMP.	ANY INC.				
ran	ntor,		a ya wasar a san				
	THARON MERI	TA HODGES					opertv
Ben	eficiary,		WITNESSET ins, sells and conveys , Oregon, described a	FH: to trustee	in trust, with p	ower of sale, the pr	operty
•	Crantor irrevoca	bly grants, barga	ins, sells and conveys	s:			
	Klamath	County	ins, sells and convoye , Oregon, described a OF TRACTS B & C, in the office of	TRONTITE	R TRACTS, acco	ording to the	Oregon.
		SUBDIVISION	OF TRACID D	the Cou	nty Clerk of 1	Klamath County,	
							t
		and si	tuated in beeting	aron de	scribed as 10	TTO" 6 1	
ARC	EL 2: A part	e Meridian, K	Lamath County, Or rner of Lot 36, T ner of said Lot 3	680m9 -		TS: thence Eas	st
			mor of Lot J_{0}		$- c_{outh} 2(.5)$	Teen no	t; ~b+
legi	inning at the	Southwest cor	rner of Lot 36, T ner of said Lot 3 e Northwest side outh 0° 09' West	36; then of O'Ne	il Drive 118	feet in a strai	orth
α	Teel to the	1	- NOTLINESU DU		noint of Debi	111111103	•
ine) lin	e_to_a point	which bears S eet to the po	ner of said Lot 3 e Northwest side south 0° 09' West int of beginning , issues and profits thereof NG PERFORMANCE of	rtenances ar	nd all other rights t tures now or hereaft	er attached to or used i	n connec-
) oget	her with all and sin	igular the tenements ining, and the rents	, issues and profits thereof	and an inter	ment of grantor here	in contained and payn	ent of the
	Island estat		NIL PERFORME				
tum.							
<u></u>	Lung date herev	ith, payable to bene	ner terms of	f note	19. on which	h the final installment	of said note agreed to be
note	sooner paid, to be	due and payable	ticiary or order and many per terms of per terms of within described property the grantor without first tions secured by this instr bayable.	the date, sr y, or any pr	ared above, or any in art thereof, or any in the written con	sent or approval of the	beneficiary, therein, or
Theo						turity dates explored	
sold the	l, conveyed, assigned n, at the beneficiar	y's option, all obligation mediately due and property is not	ayable.				
	The above descri		deed, grantor agrees:	(a) consent granting any	to the making of any i easement or creating	map or plat of said proper any restriction thereon; (C illecting this deed or the anty, all or any part of the he described as the "per be described as the "per	lien or charge property. The
-		activity of this must	in food condition	thereoi; (d)	reconvey, without warr	citals therein of any matter	s or facts shall for any of the
and	repair; not repermit a	ny waste of said promptly and	in good and workinged or	legally entitle be conclusiv	e proof of the truthful tioned in this paragraph	iffecting this deed of the anty, all or any part of the be described as the "per citals therein of any matter eness thereoi. Trustee's lees ahall be not less than \$5. ignator hereunder, benelicia for by a dent or by a rec bener on the adequacy of	ry may at any
	inner any building or stroyed thereon, and pa	when due all costs incu b all laws, ordinances,	property in provement thereon: in good and workmanlike be constructed, damaged or tred therefor. regulations, covenants, condi- the beneficiary so requests, to he beneficiary so requests, to the beneficiary so requests, to	10. time withou	Upon any default by it notice, either in pers	on, by agent or by a egard to the adequacy of	any security for on of said prop-
410	and restrictions and	ancing statements pursu	any for filing same in the	the indebted	iness hereby secured, or	in name sue or otherwise	apply the same,
cia	al Code as the benefic oner public office or	offices, as well as the c	be deemed desirable by the	less costs a	nd expenses of operation	secured hereby, and in suc-	the second second
by be	eneliciary. 4. To provide a	nd continuously maintai	in insurance on the buildings igainst loss or damage by lire from time to time require, in able Value, written in able to the latter; all	ficiary may 11.	determine.	d taking possession of sa	it fire and other
n	ow or hereands	as the full insur	able to the latter; all	insurance	policies or compensation and the application or t	elease thereof as aforesaid, elease thereof as aforesaid,	ate any act don
a c f	companies acceptable to policies of insurance sh policies of insurance shall fail	lor any reason to proc	loss payable to the latter; and beneficiary as soon as insured; ure any such insurance and to litteen days prior to the expira- litteen days prior to the expira- satter placed on said buildings after placed on said buildings after place on the anount be anothed by benefit	waive any , pursuant i	o such notice.	and of any ind	ebtedness securi
1	deliver said policies to tion of any policy of	insurance now or hered	after placed one. The amount rantor's expense. The amount rantor's expense	t 12 hereby or	in his period hereby	immediately and to forecid	se this had b
1 '	collected under any li	dance secured hereby a	nd in successful so collected, o	or declare a	beneficiary at his elec	et the trustee to foreclose	r the trustee shi
	may determine, or at may part thereof, may	be released to grantor.	ault hereunder or invalidate an	advertises u execute a	and cause to be recorded the said described real	ct the trustee to folcary catter event the beneficiary of the event the beneficiary of this written notice of delay property to satisfy the hall lix the time and place wand proceed to foreclose 740 to 86.795.	of sale, give not this trust deed
	act done pursuant to s	d premises free from the	y be levied or assessed upon	or hereby, er thereof	whereupon the trustee by law as then required by law	v and proceed to to totel. 740 to 86.795.	ertisement and s
	against said property	before any part and p lue or delinquent and p	ke payment of any taxes, asses	her then alt	er default at any time	the grantor or other person	in interest, resp
	to being insurance prei	his providing benefic	ary white make payment there	ORS 80	760, may pay to then	due under the terms of the	actually incurred
	make such payment,	aid, with interest at the	rate set tographs 6 and 7 of t ed in paragraphs 6 and 7 of t	this obligati			
	trust deed, shall be	waiver of any rights at	th interest as aloresaid, the pr	the cipal a	s would not then be a	i foreclosure proceedings s	
	covenants hereol and	scribed, as well as the	payment of the obligation he	ith- the tru	14. Otherwise, the sale	of sale of the time to	said property e
	described, and all st	nonpayment thereof shall	immediately due and payable	and place	designated as provided by	law. I he shall sell the	time of sale. Tr
	constitute a breach	il costs, iees and expen-	nd expenses of the trustee incu and expenses of the trustee incu	ney's shall			
	of title search with	or in enforcing this con	purporting purportin				
	fees actual To appe	rights or powers of beneficial	ry or trustee may appear, inclu	uding the k	15. When trustee sell apply the proceeds of	s pursuant in ment of (1) the sale to payment of (1) the the trustee and a reasonat	e charge by trued. (3) to all p
	any suit for the l	title and the beneficia	is paragraph 7 in all cases sho	ent or attor			
	amount of attorne lixed by the trial	court and in the event court, grantor lurther	ry's or fluty? in all cases sho is paragraph? in any judgene of an appeal from any judgene agrees to pay such sum as th agrees to pay such sum as th the beneliciary's or trustee's the beneliciary's or trustee's	attor- deed	as their interests may ius, it any, to the gran	tor or to his successor in i	ary may from t
	pellate court shal	appeal.	it concerts shall be	taken	16. For any reason appoint a successor or	successors to any trustee r successors to any trustee r hereunder. Upon such app	pointment, and with a
	It is mul 8. In the the right o	event that any portion of eminent domain or con	or all of said property shall be demnation, beneficiary shall ha or any portion of the monies p are in excess of the amount re are in excess of the amount re d attorney's fees necessarily p d attorney hand to benefician	ayaone succ			
	right compensation	for such taking enses an	d attorney haid to beneficial	ry and here	eunder. Each such appo rument executed by b	eneliciary, containing refer	the property is t
	he frai	tor in such anable C	osts and the or incurred by	e della ana	t its place of record, a tk or Recorder of the c ill be conclusive proof o	eneliciary, containing ice- which, when recorded in the ounty or counties in which is proper appointment of the s this trust when this die a provided	ed, duly execut
	both in the tria	and appendings, and the ba	its own expense, to take such	h com-	17. Trustee accept	public record as provided	by law. If uster under any other
	and execute suc	h instrument beneficiary's r	equest.	of bene- ob note for tru affecting	ligated to notify any pa ist or of any action or all be a party unless su	public record as provided rity hereto of pending sale proceeding in which grant ich action or proceeding is	brought by trust
	9. At ar liciary, payment and gramment (in	of its lees and present case of full reconveyant case of full for the pavi	equest. to time upon written request of tation of this deed and the r test ion cancellabledeness, without es, lor cancellabledeness, trust ment of the indebtedness, trust the trustee hereunder must be ei d to do business under the law illiotes, ogents or branches, the	tee may			hank trust
	the liability of	any person to the per-	the either eithe	ther an attorn	y, who is an active a ti	the insurance company domain	or ORS 696.505 to

11744

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully 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.

XXXXXXXX

ATLANTATA 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 feminine 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, disrogard this notice. Chillip (), PHILLIP (). DE Mae Loyce DE PRATO (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF ORKERNX CALIFORNIA (ORS 93,490) AND CALIF STATE OF OREGON, County of LOS ADGELES) ss. ss. County of 9-2,1932 September 19 82 Personally appeared thillip O. > Prato and Personally appeared the above named MAE L. DEPrato who, each being first PHILLIP O. DE PRATO and MAE LOYCE duly sworn, did say that the former is DE PRATO, husband and wife esident and that the latter is the secretory -t corporation, and that the seal affixed to the foregoin orporate seal of said corporation and that the instrum to-the toregoing-instrument -777 -.....and acknowledged the foregoing instrusea d in behalf of said corporation by authority of its board of them acknowledged said instrument to be the voluntary act ment to be their voluntary act and deed. and each and each of the and deed. Before me; Before me: (OFFICIAL SEAL) Conne 2 Notary Public for Oregon Notary Public for Ore (OFFICIAL SEAL) My commission expires: My commission expires: 1985 Martin 13 OFFICIAL SEAL VALERIE D. MCCONNELL REQUEST FOR FULL RECONVEYANCE NOTARY PUBLIC To be used only when obligations have been paid. ALIFGINIA LOS ANGELES COUNTY de la compañía de la comp TO: My Commission Expires Sept. 13, 1985, Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing frust deed. All substanting the secure of the foregoing frust deed. 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 by you under the same. Mail reconveyance and documents to s fan f and a set of 1997 - A. and the second Beneficiary 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. 1234-2020 121.21 TRUST DEED STATE OF OREGON. (FORM No. 881) County of Klamath ss. SS LAW PUB. CO., PORTLAND, ORE I certify that the within instru-& Mrs. Phillip O. DePrate ment was received for record on the at. 1:52 o'clock. P.M., and recorded SPACE RESERVED Grantor in book/reel/volume No......M...82....on Tharon Mereta Hodges FOR page...117.43...or as document/fee/file/ RECORDER'S USE instrument/microfilm No. 15279....., Record of Mortgages of said County. -----Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Evelyn Biehn County Clerk MOUNTAIN TITLE COMPANY INC. TITLE Mcahun Ge Deputy 8 2 2 3 3 fee /\$8.00