18856	TRUST DEED	Dhcm		19.82 between
18856 THIS TRUST DEED, made this _2. THIS TRUST DEED, MAE FLECK,	7day of	December	ECK	,
ESTER S. PLEUN, DR. Laman				m tra and
ESTER C. FLECK, IDA HAE TLEGR. Grantor, KLAMATH COUNTY TITLE COM ICHARD F. LAUBENGAYER, Trustee	PANY		MD P.C.	RETIREMENT TRUST
Beneficiary,	WITNESSET	H:	with nower c	f sale, the property
Beneficiary, Grantor irrevocably grants, bargains KlamathCounty, C	, sells and conveys Dregon, described as	to trustee in trust,	mili ponte e	the
Lot 3 in Block 2	of Tract 1091, ereof on file in	n the office of	the Count	y
Clerk of Klamath	County, Oregon	;		
	فميممم ليدرين الم	enances and all other	ights thereunto	belonging or in anywise red to or used in connec-
gether with all and singular the tenements, here we or hereafter appertaining, and the rents, issue	reastaments and appurts les and profits thereof a	and all lixtures now or	nereatter attact tor herein contr	ined and payment of the
FOR THE PURPOSE OF SECURING	RED			
um of SEVEN INCODEL	Doli	lars, with interest there y grantor, the final pay	on according to ment of princi	pal and interest hereof, if
ote of even date hereitany i Dece	mber 2/	a start above o	n which the fin	al installment in salu nort
ote of even date network, polyable Dece of sooner paid, to be due and payable Dece The date of maturity of the debt secured secomes due and payable. In the event the with old, conversed, assigned, or alignated by the e old, conversed, assigned, or alignated by the e	hin described property, rantor without first ha	or any part thereof, or wing obtained the write want irrespective of t	be maturity d	ppcoval of the honelising. Not expressed therein, or
old contractions	secured by the			
The above described real property is not curr	rently used for agricer (	a) consent to the making of	of any map or pla reating any restri	t of said property; (n) join in tion thereon; (c) join in any
To protect the security of this trust deed I. To protect the security of this trust deed I. To protect, preserve and maintain said prop- regardly and the security of the security in the security is and the security is a security in the security in the security is a security in the security is a security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security	erty in good condition st	abordination or other agree bereol; (d) reconvey, without	ement affecting fr ut warranty, all o way be describ	any part of the property. The ready as the "person or persons
and repair; not to permit any waste of said property. not to commit or permit any waste of said property and in ( 2. To complete or restore promptly and in a be co	ood and workmanlike le onstructed, damaged or b	egally endied front of the	truthlulness_thereo castraph_shall_be_ne	t less than \$5.
manner any building only when due all costs incurred of destroyed thereon, and pay when due all costs incurred of J. To comply with all laws, ordinances, regulat J. To comply with all laws, ordinances, regulat times and restrictions affecting said property; if the ber	tions, covenants, condi- ineliciary so requests, to the Uniform Commer-	ime without notice, either pointed by a court, and wi	in person, by ag thout regard to to	he adequacy of any security for ind take possession of said prop-
tions and restrictions such linancing statements pursuant to join in executing such linancing statements pursuant to cial Code as the beneliciary may require and to pay cial Code as the beneliciary may require as the cost of errorer public office or offices, as well as the cost of	for liling same in the all lien searches made emed desirable by the	the indebtedness hereby sec erty or any part thereof, in	ured, enter upon 2 n its own name si i those nast due a	nd take provide collect the rents, ie or otherwise collect the rents, nd unpaid, and apply the same,
by filing officers or searching agencies as may be us	rance on the buildings	ney's fees upon any indebt ficiary may determine.	edness secured her	possession of said property, the
and such other hazards as the beneficiary may from and such other hazards as the beneficiary may from an amount not less than full Insurable V	Value, written in yable to the latter; all	collection of such that	a dian or awards	for any manual the second
the drantor shall fail for any reason to produce of	days prior to the expira-	waive any default or notice.	e of default here	inder of invariance and a secured
deliver said policies to the beneticiary at feast interest tion of any policy of insurance now or hereafter pi the beneficiary may procure the same at grantor's the beneficiary may procure the same at grantor's	laced on said buildings, s expense. The amount iy be applied by benefi-	12. Upon default L		nent of any indebtedness secured nt hereunder, the beneficiary may by due and payable. In such an occeed to forcebase this trust deed of the breefing this trust deed by
collected under indebtedness secured hereby and the	amount so collected, or	event the beneficiary at h	or direct the trust	ee to loreclose this trust deed by the beneficiary of the trustee shall
any part thereo, they default or notice of default lies not cure or waive any default or notice.	tion Fens and to pay all	advertisement ause to be r	corded his writter	o satisfy the obligations secured
taxes, assessments and before any part of such faxe	deliver receipts therefor	thereof as then required the manner provided in O	by Inw and proce RS 86.740 to 86.7	95. oreclose by advertisement and sal
to beneficiary; should the grantor fill to make po- to beneficiary; should the grantor fill to make po- insurance premiums, liens or other charges p	ayable by grantor, either ith funds with which to	then alter delault at any touter for the trustee's	time prior to liv sale, the grantor	or other person so privileged by in his successors in interest, respec
by direct payment, beneficiary may, at its operation make such payment, beneficiary may, at its rate set	forth in the note secured aragraphs 6 and 7 of this	tively, the entire amount obligation secured thereb	y (including costs	and expenses actually incurred f rustee's and attorney's less not en
hereby, logerthe added to and become a pair of trust deed, shall be added to any rights arising it	om breach of any of the est as aloresaid, the prop-	ceeding the amounts pro cipal as would not then	be due had no	default occurred, and thereby cur proceedings shall be domused b
erty hereinbefore described, as well as the paymen erty hereinbefore described, as well as the paymen extent that they are bound for the paymen	t of the obligation herein ely due and payable with-	the default, in unitse the trustee. 14. Otherwise, th	e sale shall be he	d on the date and at the time ar the time to which said sale mit
described, and the nonpayment thereof shall, at the out notice, and the nonpayment thereof shall, at the out notice, and the nonpayment thereof shall, at the	ately due and payable and	be postponed as provide in one parcel or in sep	d by law. The ti arate parcels and	shall sell the parcel or parcels shall sell the time of sale. Trust syable at the time of sale.
6. To pay all costs, lees and expenses of a bet title search as well as the other costs and exper	nses of the trustee incurred and trustee's and attorney's	the property so sold, b		
lees actually incurred. 7 To appear in and delend any action o	r proceeding purporting to or trustee; and in any suit.	of the truthfulness they the grantor and benefici-	eol. Any person, ary, may purchase	at the sale. the powers provided herein, trus
affect the security figure which the beneficiary or fit action or proceeding in which the beneficiary or fit source suit for the foreclosure of this deed, to pay	all costs and expenses, in-	15. When truste shall apply the proceed challed the compensation	is of sale to payn on of the trustee	and a reasonable charge by truste and a reasonable charge by truste or the trust deed, (3) to an personal
cluding evidence's lees mentioned in this parage	neal from any judgment of	having recorded liens dred as their interests	subsequent to the may appear in the drantur or to his	order of their priority and (4) successor in interest entitled to 5
pellate could shall adjudge reasonable as the original pellate could shall adjudge reasonable as the the		surplus, ir any, io un surplus: 1 15, For any re	anon permitted by	- law benchciary may from time any frustee named herein of to
If is nutrituring that any portion or all of 8. In the event that any portion or condemnation the the right of eminent domain or condemnation	Whon of the terms of	<ul> <li>time appoint a successor trustee appoint</li> <li>successor trustee appoint</li> </ul>	inted hereunder 1 cessor trustee, the	from such approved with all the tested with all the tester herein named or approved
right, if it is on our such taking, which are it on as compensation for such taking, which are it on the convertight reasonable costs, expenses and attorned	ey's lees necessarily paid of be paid to beneficiary and	d powers and duties co d hereunder. Each such	nferred upon any appointment and	substitution shall be made by wri- ntaining reference to this trust of
applied by it list upon any reasonable costs and both in the trial and appellate courts, necessarily	y paid or incurred by bene plied upon the indebtednes	and its place of reco Clerk or Recorder of	rd, which, when the county or could add proper ADE	interest of the successor trustee.
both in such proceedings, and the nature of ficiary in such proceedings, and the nature of its own e secured hereby; and grantor agrees, at its own e secured hereby; and grantor agrees, at its own e	spense, to take such action sary in obtaining such com-	acknowledged is mad	ccepts this trust e a public record	when this deci daily Trustee is as provided by law Trustee is pending sale under any other der fr
	this deed and the note for	or trust or of any action	n or proceeding in as such action or	proceeding is brought by trustee.
9. At any time and from time to time of	incellation), without affective	av shall be a party -		
and electron, promptly upon beneficiary's representation, promptly upon beneficiary's representation of 9, At any time and trons time to time upon the second second the representation of the liability of any person for the payment of the NOTE: The Trust Deed Act provides that the trustee or savings and lean exociation authorized to do property of this state, its subsidiaries, affiliates, activity of the state, its subsidiaries, affiliates, activity of the state, its subsidiaries.	the indebtedness, trustee ma	ay		ween State Bot, a bank, trust com

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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. 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)=for an organization, or (even in grantor is a matural person) are for busines or commercial purposes other than agriculturat purposes. Butnesses. 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; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. ato C. Lester C. Fleck Ida Mae Fleck Craig A. Fleck (If the signer of the above is a corporation, use the form of acknowledgment opposite.) S STATE OF OREGON, Colette Fleck County of STATE OF OREGON, County of Klamath December 29, 19 82. Personally appeared the above named ) ss. , 19 Personally appeared Lester JC Fleck, Ida Mae Fleck, Craig A., Fleck and Colette Fleck and duly sworn, did say that the former is the who, each being first 101 president and that the latter is the :: \* ز.  $\mathbb{k}_{2}$ secretary of ت م с 5 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 Before me; ment to be their volunt oluntary act and deed. ¢ Belore me: (OFFICIAL XULL SEAL) ł Notary Public for pregon My commission expires: 85.83 Notary Public for Oregon My commission expires: (OFFICIAL SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 because to the particulation of the receiver without warrants, to the partice desidered by the terms of said trust deed the because to the receiver without warrants. In the partice desidered by the terms of said trust deed the said trust deed or pursuant to statute, to cancel all evidences of indebredness 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 DATED: , 19..... nat less or destray this T-ust Dead OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND. DRE . . . . . . . STATE OF OREGON, LESTER C. FLECK et al., County of Han iss. I certify that the within instrument was received for record on the day of 19 and day of 19 of Solock M., and recorded Grantor at RICHARD F. LAUBENGAYER, SPACE RESERVED in book reel volume No. FOR TRUSTEE, onor as document, fee, file RECORDER'S USE instrument/microfilm No. Record of Mortgages of said County. Beneficiary AFTER RECORDING RETURN TO

Witness my hand and seal of County affixed. Brely: Bren, Score Brely: Brend ha Adde beputy

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