		25-1	
FORM No. 881-1—Oregon Trust Deed Series—TRUST	TA - M-38-267 DEED (No restriction on assignment). C.O TRUST DEED	.P. Vol. M.83 Page	24245 A
31509		December ERALD, husband and	
KUSSCLL D. FILLOU	TITLE INSURANCE CO. HENRY T. HOLMAN, Bro		
••••••			,
as Beneficiary, Grantor irrevocably grants Klamath	WITNESSETH, , bargains, sells and conveys to .County, Oregon, described as:	trustee in trust, with power	
an 1997. An an	ection 9, Township 36 , Klamath County, Ore	South, Range 12 Ea	ast of the
			a de la companya de La companya de la comp La companya de la comp
the cost fore an active time to see the	. 112 - Constant A series frage wat on with	[14] A. B. Andrew M. Barton, and A. Martin, "A straining of the strain of the straining	
a a la tarat			e e e e e annuise
together with all and singular the te	nements, hereditaments and appurtent he rents, issues and profits thereof and	ances and all other rights thereund and all fixtures now or hereafter attac	o belonging or in anywise thed to or used in connec-
FOR THE PURPOSE OF S	FOUR HUNDRED THIRTEEN	V and 88/100	
<u>(\$3,413</u>	beneficiary or order and made by	grantor, the final payment of princ	
not sooner paid, to be due and pay	lebt secured by this instrument is the	date, stated above, on which the h	nal installment of said note
To protect the security of the	is trust deed, granter agondition grant	ing any easement or creating any result	his deed or the new or charge
1. 10 protect, piece or demolish ar and repair; not to remove or demolish ar not to commit or permit any waste of said 2. To complete or restore promp	property. the good and workmanlike grant the good and workmanlike grant is more the constructed, damaged or legal	if (a) reconveyance may be described in any reconveyance may be described thereto," and the recitals there onclusive proof of the truthfulness there	bed as the person of person ein of any matters or facts shall of. Trustee's fees for any of the of loss than \$5
manner any building of ming when due all co destroyed thereon, and pay when due all co 3. To comply with all laws, ording 3. To comply with all prope	osts incurred therefor. nances, regulations, covenants, condi- rty; if the beneficiary so requests, to time the Uniform Commer-	10. Upon any default by grantor he without notice, either in person, by a	reunder, beneficiary may at any sent or by a receiver to be ap the adequacy of any security for the adequacy of any security for
join in executing such interview may requir- cial Code as the beneficiary may requir proper public office or offices, as well a proper public office or searching agencies	e and to pay for hing same in ade the is the cost of all lien searches made erty as may be deemed desirable by the issue	or any part thereof, in its own name s	ue or otherwise collect the remain and unpaid, and apply the same
4. To provide and continuously now or herealter erected on the said pro-	maintain insurance on the damage by fire emises against loss or damage by fire y may from time to time require, in written in	ry may determine. 11. The entering upon and taking inclusion rents, issues and prolits,	possession of said property, th or the proceeds of fire and othe
an amount not less than be beneficiary companies acceptable to the beneficiary policies of insurance shall be delivered policies of insurance shall be any reason	, with loss payable to the hater, insu to the beneficiary as soon as insured; insu to procure any such insurance and to pro to procure any such insurance and to wall	perty, and the application or release the ve any default or notice of default here	eof as aloresaid, shall hot cure e under or invalidate any act dor
deliver said poinces to insurance now of tion of any policy of insurance now of the beneficiary may procure the same the beneficiary may procure the same	e at grantor's expense. The amount nce policy may be applied by beneli- here bareful and be applied by beneliciary here	12. Upon default by grantor in pay eby or in his performance of any agreem	ly due and pavable. In such
may determine, or at option of benefic may determine, may be released to gr any part thereof, may be released to gr	artor. Such application or release shall in of default hereunder or invalidate any ad	equity as a mortgage or direct the trus vertisement and sale. In the latter event	the beneficiary or the trustee sha n notice of default and his electron of the beneficiary of the trustee sha
act done pursuant of the premises free 5. To keep said premises free the taxes, assessments and other charges the against said property before any part	trom construction in this assessed upon or that may be levied or assessed upon or of such taxes, assessments and other and promptly deliver receipts therefor the	sell the said desired the shall fix the reby, whereupon the trustee shall fix the ereof as then required by law and proc ereof as then required by law and proc ereor as then required by law and proc ereor as the said desired by law and proc	eed to loreclose this trust deed
to beneficiary; should the grantor fail to beneficiary; should the grantor fail ments, insurance premiums, liens or on by direct payment or by providing by direct payment or by providing	to make payment of any casts, where the the the the the the the the the th	13. Should the beneficiary time prior to fi use after default at any time prior to fi ustee for the trustee's sale, the granton ustee for the trustee's to the beneficiary	ve days before the date set by or other person so privileged or his successors in interest, resp
hereby, together with the obligations of hereby, together with the obligations of hereby and hereby hereby together with the obligations of hereby he	ome a part of the debt secured by this o	bligation secured thereby (including cost bligation secured thereby (including and nlorcing the terms of the obligation and nlorcing the terms of the obligation and	s and expenses actually lices not trustee's and attorney's lees not ther than such portion of the p
trust deed, whiled and for such payme covenants hereof and for such payme erty hereinbelore described, as well erty hereinbelore described, as well	nts, with interest as allocation of the constant of the payment of the obligation herein the the payment of the obligation herein the the interest of the payment of the bill of the	he default, in which event all foreclosur he trustee.	e proceedings shall be distinct
described, and the nonpayment there out notice, and the nonpayment there render all sums secured by this trust constitute a breach of this trust deed.	deed immediately due and payable and expenses of this trust including the cost	blace designated in the holds by law. The be postponed as provided by law. The in one parcel or in separate parcels and in one parcel bithest hidder for cash,	shall sell the parcel or parcel bayable at the time of sale. Tr
of title search as well in enforcing th in connection with or in enforcing th lees actually incurred.	is obligation and trustee's and attorney's	the property so sold, but without any of plied. The recitals in the deed of any mo of the truthlulness thereof. Any person,	ovenant of warrancy, capture i iters of fact shall be conclusive i excluding the trustee, but inclu- et the sale
allect the security rights of the be action or proceeding in which the be	neliciary or trustee may appear, including deed, to pay all costs and expenses, in- eliciary's or trustee's attorney's less; the	the grantor and beneficially links 15. When trustee sells pursuant to shall apply the proceeds of sale to pay the trustee	o the powers provided herein, fr ment of (1) the expenses of sali and a reasonable charge by tru
amount of attorney's fees mentioned	neliciary's or trustee's altorney's less the in this paragraph 7 in all cases shall be event of an appeal from any judgment or sevent of an appeal from any judgment or rther agrees to pay such sum as the ap- rther agrees to pay such sum as the ap- ole as the beneliciary's or trustee's attor-	attorney, (2) to the obligation secured having recorded liens subsequent to the deed as their interests may appear in the unsplue it any, to the grantor or to his	by the trust deed, (5) to the trustee in the e order of their priority and (4) successor in interest entitled to
ney's lees on such appeal. It is mutually agreed the 8. In the event that any por	it: tion or all of said property shall be taken or condemnation, beneficiary shall have the	surplus, it any reason permitted be 16. For any reason permitted be time appoint a successor or successors t	y law beneticiary may from tir o any trustee named herein or to Upon such appointment, and wi
under the right of efficient Guine that right, if it so elects, is require that as compensation for such taking, w	all or any portion of the mount required hich are in excess of the amount required and attorney's lees necessarily paid or	successor trustee appointes trustee, the conveyance to the successor trustee, the powers and duties conferred upon an powers and duties conferred upon and	e latter shall be vested with an trustee herein named or app substitution shall be made by w
incurred by grantor in such proce	redings, shall be paid to beneficially and able costs and expenses and attorney's lees, able costs and expenses and or incurred by bene-	instrument executed by beneficiary, contract instrument executed by beneficiary, contract and its place of record, which, when	nties in which the property is a

and its place of record, which, when recorded in the orneoperty is situated. Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

incurred by grantor in such plotted exists and expenses and attorney's tees, applied by it first upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by bene-ficiary in such proceedings, and the balance applied upon the indebtedness ficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-gensation, promptly upon beneticiary's request. 9, At any time and from time to time upon written request of bene-ficiary, payment of its fees and presentation of this deed and the note for inclusion of its fees and presentation of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness. attorney, who is an active member of the Oregon State Bar, a bank, trust company regon or the United States, a title insurance company authorized to insure title to real states or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. 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 Or property of this state, its subsidiaries, affiliates, agents or branches, the United S \$1010

P

8

a

U

ĸ

化煤气 网络小麦属植物

and without on our mine 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

21216

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 it grantor is a natural person) are for business or commercial purposes other than agricultural

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 of a dwelling use Stevens-Ness with the Act is not required, disr (if the signer of the above is a corp use the form of acknowledgment or

۲.....

If the signer of the above is a corporation use the form of acknowledgenent opposite] (ORS 93.490) STATE OF OREGON,	The DRIANT NOTICE: Delete, by lining out, whichever warranty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-In-Lending Act and Regu beneficiary MUST comply with the Act and Regulation by ma disclosures; for this purpose, if this instrument is to be a FIRST I the purchase of a dwelling, use Stevens-Ness Form No. 1305 if this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent. with the Act is not required, disregard this notice.	is a creditor vistor Z, the Russell D. Fitzgerald king required ien to finance or equivalent; K. Fitzgerald
STATE OF OREGON, [00E5 93.400] County of Klamath]ss. December 6. .19.83. Personally appeared the above named .19. Russell D. Fitzgerald and .19. Alissa K. Fitzgerald .19. and schoowledged the loregoing instrument in the corporation and that the latter is the secretary of	If the signer of shires in the second state of	(4) 433 March 2007 (1997) And Antonio March 2007 (1997) Antonio March 4007 (1997) Antonio March 2007 (1997) Antonio March 2
a corporation, and that the seal attixed to the toregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and sealed in behalt of said corporation and that the instrument was signed and each of them acknowledged said instrument to be its voluntary act and deed. Before me: Notary Public for Oregon My commission expires: 3-22-85 Notary Public for Oregon My commission expires: The full RECONVEYANCE To be used only when obligations have been paid. TO: Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said frust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the 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 same. Mail reconveyance and documents to DATED: 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10	STATE OF OREGON,) County of Klamath }ss. December 6	STATE OF OREGON, County of
REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO:, Trustee 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 warrantyto the parties designated by the terms of said trust deed the sate now held by you under the same. Mail reconveyance and documents to DATED:	My commission expires: 3-22-85	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: Notary Public for Oregon (OFFICIAL
said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you estate now held by you under the same. Mail reconveyance and documents to	To be used only TO: The undersigned is the legal owner and holder of all h trust deed have been fully paid and extind	TFOR FULL RECONVEYANCE y when obligations have been paid. Trustee ndebtedness secured by the foregoing trust deed. All sums secured by said
DATED:, 19,	said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey with	ces of indebtedness secured by said trust deed (which are delivered to you
Beneticiary		
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.		
	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.

TRUST DEED		
(FORM, No. 881-1)	Kleesth Courty. Onegon.	STATE OF OREGON,
STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.	tich 9, Tounship 36 30m	County of Klamath ss.
		I certify that the within instru-
	ann Creaters secondard as	ment was received for record on the
Commendate grants	1	12th day of December, 19.83,
OF TELESTERS	tor SPACE RESERVED	at.3:33o'clock.PM., and recorded
	FOR	in book/reel/volume NoM83on
	RECORDER'S USE	page21.21.5or as document/fee/file/
1 32 HAMSTO REVUSAL ISIC	HECORDER'S USE	instrument/microfilm No
Benetici	THE TASENTANCE CO.	
		Witness my hand and seal of County affixed.
Holman Healty, Inc	A AD ISEA N. PUTCERALD	利用 물건물건을 물려 다는 것이 다. 승규는 물건을 가지 않는 것이 없다.
4729 Jo. Sulph		Evelyn Biehn, County Clerl
Klamar Falls, Diego		NAME TITLE
Landon talls, Slego	ル Fee: \$4.00	By Im Amithe t- Deputy
The second	(A)	R.312 1.375 A.4