		TATC 38-27/0 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204
RM No. 881—Oregon Trust Deed Series—TRUST DEED.		Vol. ISU Page
33166	TRUST DEED	February, 19.84, between
THIS TRUST DEED, made th CLIFFORD ALLSTOTT	is <u>lst</u> day of	February, 19 84 , between
UTTITAM I STSEMORE		as Trustee, and
CERTITIO		
as Beneficiary,	WITNESSET	H: to trustee in trust, with power of sale, the property :
Grantor irrevocably grants, bai inKlamathCou	rgains, sells and conveys t nty, Oregon, described as:	
Beginning at a point on the from the most Westerly corne KLAMATH FALLS, OREGON; in th along the East line of Eleve	East line of Elevent r of Lot 5, Block 60 e County of Klamath enth Street 40 feet; to the Easterly lin	th Street at a point 40 feet Southeasterly 0, NICHOLS ADDITION TO THE CITY OF , State of Oregon; thence Southeasterly thence Northeasterly at right angles ee of said Lot 6 in said Block 60; thence out 6 a distance of 40 feet; thence et 130 feet to the Easterly line of a portion of Lots 5 and 6 in said Block
Southwesterly at light	of beginning, being	
60.	in and apputt	renances and all other rights thereunto belonging of in any set
together with all and singular the teneme now or hereafter appertaining, and the re-		tenances and all other rights thereunto belonging or in anywise and all lixtures now or hereafter attached to or used in connec- each agreement of grantor herein contained and payment of the
FOR THE PURPOSE OF SECU	OUSAND AND NO/100	llars, with interest thereon according to the terms of a promissory llars, with interest thereon according to the terms of a promissory it
not sooner paid, to be due of the debt s The date of maturity of the debt s becomes due and payable. In the event sold, conveyed, assigned or alienated b then, at the beneficiary's option, all obl. herein, shall become immediately due and herein the above described real property is	secured by this institution described property. the within described property. y the grantor without first hi igations secured by this instrut d payable. s not currently used for agriculture	, or any part thereof, of any many or approval of the benchoosy aving obtained the written consent or approval of the benchoosy ment, irrespective of the maturity dates expressed therein, or al, timber or grazing purposes. (a) consent to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in an (c) consent to the making of any map or plat of said property; (b) join in an
To protect the security of this tit. 1. To protect, preserve and maintain s and repair; not to remove or demolish any bu- to commit or permit any waste of said prop- manner any building or restore promptly- manner any building or your of the said prop- manner any building or your of the said property of thereon, and pay when due all costs is to comply when due all costs is to comply allecting said property is and restrictions dimancing statements pu- cial Code as the beneficiency any require any proper public offices or searching agencies as m	and property in good condition and property in good condition and in good and workmanlike and in good and workmanlike and in good and workmanlike may be constructed, damaged or neutred therefor. S, redunations, covenants, condi- il the berefor. Tsuant to the Uniform Commer- result to the Uniform Commer- result to the Uniform Commer- result of the searches made d to good all lien searches made any be deemed desirable by the take insurance on the buildings	Subordination or other distance arranty, all or any pair 0^{-1} prevan or person thereof; (d) reconvey, without may be described at the fact and a start of the start of th
4. To provide and continuously methods and the second promise in a such other hazards as the beneticiary of an annount not less than s. INSULAD is comparise acceptable to the beneticiary, with comparise acceptable to the beneticiary.	is against loss of damage of units ay from time to time require, in e Value written in h loss payable to the latter; all h loss payable to the latter; all he beneficiary as soon as insured; require any such insurance and to	It is the entering upon and taking portion proceeds of fire and up 1. The entering upon and prolits, or the proceeds of fire and up collection of such rents, issues and prolits, or the proceeds of fire and up insurance policies or compensation or awards for any taking or damage of insurance policies or compensation or release thereal as altoresaid, shall not cure property, and the application or release thereal as altoresaid, shall not cure write any default or notice of default hereunder or invalidate any act defaults of the second second second second second second second second provide any default or notice of the second second second second second second second second second second second second second second second second second seco
if the Scantor shall fail for all for	st litteen days pilot vid buildings, realter placed on said buildings, frantor's expense. The amount grantor's expense. and in such order as bineliciary the entire amount so collected, or r. Such application or release shall lefault hereunder or invalidate any construction fens and to pay all	12. Upon default by krantor in payment of any the beneficiary i horeby or in his performance of any agreement hereunder, thable. In such declare all sums secured hereby immediately due and payees this trust dee event the beneficiary at his election may proceed to forcelose this trust dee event the beneficiary at his election may proceed to forcelose this trust dee event the beneficiary at his election may proceed to forcelose this trust in equity as a mortage or direct the trustee to forcelose this and advertisement and sale. In the latter event the beneficiary or the trustee execute and cause to be recorded his written notice of default and his elec execute and cause to be recorded his property to satisfy the oblications see execute and bescribed real property to satisfy the oblications for the said described real property to satisfy the oblications that decide the said described real property to satisfy the oblications and the said described real property to satisfy the oblications that and the said described real property to satisfy the oblications the trustee shall and the oblication of the satisfies
taxes, assessment before any part of against said property before any part of charges become past due or delinquent and to beneticiary: should the grantor lait to ments, insurance premiums, liens or other ments, insurance premiums, beneficiary may, at make such payment, beneficiary may, at and the amount so paid, with interest at it hereby, together, with the obligations descri-	I promptly deliver receipts thereas nake payment of any tarcs, assess- charges payable by grantor, either eliciary with lunds with which to fits option, make payment thereof, he rate set forth in the note secured he rate set forth in the note secured bided in paragraphs 6 and 7 of this active from breach of any of the	thereof as invoided in ORS \$6.40 to both other way advertisement and 13. Should the beneliciary elect to forcelove by advertisement and 13. Should the beneliciary elect to forcelove by advertisement and the natter delault at any time prior to live days before the date set b then after delault at any time prior to live days before the date set b trustee for the trustee's sale, the Arantor or other person so privile ORS 86.760, may pay to the beneliciary or his successors in interest, r truste for the armount then due under the terms of the trust deed an tively, the entire armount then due under the terms of the trust deed soligation secured thereby (including costs and expenses actually incur soligation secured thereby including costs and trustee's and attorney's fees n enforcing the terms of the obligatic, and trustee's and attorney's fees n enforcing the terms of the bar by law other than such portion of the endering the terms of the bar due northous proceeding's shall be dismiss
covenants hereot and for such payments even the theory described, as well as t even the theory of the theory are bound for the same extent that they are bound for the described, and all such payments shall be described, and the nonpayment thereof si out notice, and the nonpayment thereof si render all sums secured by this trust deed constitute a breach of this trust deed, constitute a breach of this trust deed, for To pay all costs, lees and exp	the grantor, shall be obligation herein immediately due and payable with simmediately due and payable with shall, at the option of the beneliciary di immediately due and payable and enses of this trust including the cos- rand expenses of the trustee incurre- vitation and trustee's and attorney	 chai as involve event all interconcerve in the default, in which event all interconcerve in the trustee. 14. Otherwise, the sale shall be held on the date and at the time, if and the notice of sale or the time to which said sale place designated in the notice of sale or the trustee may sell said property be postponed as provided by law. The trustee may sell said property in one parcel or in separate parcels and shall sell the parcel or part in one parcel or in separate parcels and shall sell the parcel or sale or the highest bidder for cash, payable at the time of sale. shall deliver to the purchaser its deed in form as required by law con the property so sold, but without any covenant or warranty, express the property so sold, but without any covenant of the trustee, but in the deed of any nutters of fact shall be conclusive.
in connectionly incurred. less actually incurred. 7. To appear in and delend any attest the security rights or powers of bi- attent or proceeding in which the benefic action or proceeding in which the benefic	eneficiary or trustee; and in any suit eneficiary or trustee; and in any suit	to piled. It will be an end of the set of

simplies, if any, to the granter or to his successor in interest entired to such simplify. 10. For any reason permitted by law benchicary may how time to time appoint a successor or successors to an truster named herein or to any successor trustee appointed hereined, Upon such appointment, and without conveyance to the successor trustee, in trustee in named or appoint hereinder. Each successor trustee, and substitution shall be readed by written hereinder. Each successor trustee in trustee in animed or appoint instrument executed by benchicary, creating reference to the successor and its place of record, which, when there in the office of the County of Recorder of the county or created appointment of the successor trustee. Shall be conclusive proof of proper appointment of the successor trustee. I. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is ned obligated to notify any party hereto of profing santor, benchicary or trustee shall be a party unless such action or proceeding is brought by trustee. derive of the trial court, dramton higher agrees to pay such sum as the ap-alithe court shall adjudge reasonable as the henchelary's or trustee's ap-ney's tees on such appeal. It is mittrially agreed that: It is mittrially agreed that: It is mittrially agreed that: It is not event that any portion or all of said property shall be taken as in the event that any condemnation, beneficiary's hall be taken is in the event that any condemnation, beneficiary's hall be taken is in the event that any condemnation, beneficiary's hall be taken is the event that any condemnation, beneficiary's hall have the under the right of eminent domain or condemnation, beneficiary's hall have the is consensation to such taking, which are in excess of the monies payor and a constraints of the such as the trust and atterney's less to beneficiary is such appendix or the trust and appendix courts, necessarily paid or incurred by beneficiary is such afters, at its own expense, to take such actions incurred berefy; and grantages, at its own expense, to take such actions incurred hereby; and there and the balance applied or incurred by bene-mention, promptly upond here there and presentation of this deed and the note lor-liciary, payment of the life reconveyances, lor cancellation), without allecting the liability of any person lor the payment of the indebtedness, trustee may the liability of any person lor the payment of the indebtedness, trustee may

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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or surveys and Joan association authorized to insure ander the laws of Oregon or the United States, a title insurance company authorized to insure the laws of Oregon or the United States, a title insurance company authorized to insure the laws of Oregon or the United States, a title insurance company authorized to insure the laws of Oregon or the United States, a title insurance company authorized to insure the laws of Oregon or the United States, a title insurance company authorized to insure the laws of Oregon or the United States a title insurance company authorized to insure the laws of Oregon or the United States or any agency thereof, or an escrew agent licensed under ORS 665,505 to 666,585.

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 if grantor is a natural person) are for business or commercial purposes other than a 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. agricuitaral -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. Chilloup RIBLOOD Clifford (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, (ORS 93,490) County of Klamath STATE OF OREGON, County of) ss. February 1, , 19 84) \$5. , 19 Personally appeared the above named..... Personally appeared and Clifford Allstott duly sworn, did say that the tormer is the who, each being first president and that the latter is the and the state of the secretary of 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 deed. References ment to be his voluntary act and deed. Before me (OFFICIAL a bis before me Notary Public for Oregon Before me: My. commission expires: 6-19-84 Notary Public for Oregon (OFFICIAL My commission expires: SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. то: 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 warranty, to the parties designated by the terms of said trust deed the DATED: , 19...... 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. TRUST DEED na se a compañía de ante any el compañía de la compañía de la compañía de ante de la compañía de la compañía d La compañía de la comp (FORM No. 881) STATE OF OREGON. TEVENS NESS LAW PUB. CO., POR County of Klamatin ss. I certify that the within instrument was received for record on the 240 day of Pebruary 1984 at 10:47 o'clock AM., and recorded Grantor SPACE RESERVED in book reel volume No. 194 on page 1770 or as document/fee/file/ instrument/microfilm No. 33150 FOR RECORDER'S USE Record of Mortgages of said County. Beneficiary AFTER RECORDING RETURN TO Witness my hand and seal of County affixed. Certified Mortgage Co. 836 Klamath Ave. Evelyn Bielm. County Clerk Klamath Falls, Or. By Prin Sourth Deputy 97601 Fee: 58.00