No. 881-1—Gregon Trust Deed Series—TRUST DEED (No rest	TRUSI DEED	Vol. MS4		
35846	19th day of	April AU	<u>) (1997) 1.</u>	9 84, between
35846 THIS TRUST DEED, made this LARRY A. HARDGROVE and SHA	RON E. HARDGROVE,	husband and wile		as Trustee and
THIS TRUST DEED, WE and SHALLARRY A. HARDGROVE and SHAL LARRY A. HARDGROVE and SHAL Grantor, MOUNTAIN TITLE COMPANY	, INC.			
Grantor, PIOUNIALM LILL		राहर.		
FERN A. SMITH	WITNECCETL	ন্তু কুলে প্ৰিয় ≇: তেওঁ কুলাৰ চা		ale. the property
Beneficiary, Grantor irrevocably grants, bargain, Vlamath County,	s, sells and conveys to	o trustee in trust, with	, power of s	
tract of land in the SW $1/4$ of	Section 20, Town	e particularly des	scribed as	aer common to
illamette Meridian,	ast and 1352 feet	t North of the Set Range 9 East of t	he Willam	ette Meridian,
aid point being in Plat Bool	7 and page 9, 1	Westerly along	g the cent	er line of such
iehn Street as now located (80 iehn Street to the Easte	feet wide ; then rly line of Laker	ort Boulevard; th the Southern Paci	ific Railr	road right of way
racated A Bureco or less to t	he South line of	of said right of	way 313 1	reet, more or less to
hence Southeasterly line of s	aid Biehn Street	nances and all other right	ts thereunto b	elonging or in anywise I to or used in connec-
the point of begins the tenements, it together with all and singular the tenements, it together with all an enertaining, and the rents, it	ssues and profits thereof a	and all installes new antor	carrer attached herein contain	ed and payment of the
ion with said real estate.	G PERFORMANCE of ea			
SEVENIL-I-I	Doll	lars, will interest payme	nt of principa	and meeters
note of even date herewith, payable to benefic	per terms of note	e date, stated above, on w	hich the final	installment of said note
not sooner paid, to be durity of the debt secure The date of maturity of the debt secure becomes due and payable.	urrently used for agricultural	I, timber or grazing purposes.	y map or plat o	of said property; (b) join in thereon; (c) join in any
becomes due and performed real property is not c The above described real property is not c To protect the security of this trust de To protect, preserve and maintain said pro- t. To protect, preserve and maintain said pro- t. To protect demoish approvert.	ed, grantor agrees: (a perty in good condition su	 consent to the making of an anting any easement or creati abordination or other agreemen bereof; (d) reconvey, without we are of the seconvey. 	ng any restrictio it affecting this arranty, all or a av by	deed or the lien or charge ny part of the property. The as the "person or persons
To protect the security of this trust de 1. To protect, preserve and maintain said pro- and repair; not to remove or demolish any building not to commit or permit any waste of said property. 2. To complete or restore promptly and in commit or permit any waste of said property. 3. To complete or restore promptly and may be destroyed thereon; and pay hall laws, ordinances, regu- tions and restrictions allecting said property; if the lite- ion in executing such linancing statements pursuant ion in executing such linancing satements pursuant ion in executing such linancing satements pursuant ion in executing soft or searching agencies as may be by line difference or searching agencies as may be	good and workmanlike gr constructed, damaged or	antee in any reconveyance in	recitals there'n	of any matters of any of the
2. To complete or reside period which may be manner any building or improvement which may be destroyed thereon, and pay when due all costs incurred destroyed thereon, and pay when due all costs incurred destroyed thereon and the due to the due to the due to the main of the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to the due to th	therefor. but therefor. se but therefor. se but the second	rvices mentioned in this paragra 10. Upon any default b me without notice, either in p	y grantor hereur person, by agent t regard to the	nder, beneficiary may at any or by a receiver to be ap- adequacy of any security for take possession of said prop-
tions and restrictions affecting said property; if the distributions and restrictions affecting statements pursuant join in executing such linancing statements pursuant in the cost statements and to put the statement of the cost statement of	to the Unilorm Commer- ity for filing same in the of all lien searches made the desirable by the	gally entitled intered, the truth e conclusive proof of this parafer for the services mentioned in this parafer 10. Upon any default b ime without notice, either in sointed by a court, and weurdo he indebitedness hereby security rity or any part thereoi, in its ssues and profits, including to pera less costs and expenses scherdner	enter upon and own name sue se past due and tion and anticet	or otherwise collect the rents, unpaid, and apply the same, on, including reasonable attor-
join in executing subscripting may require and to re- cial Code as the beneficiary may require and to re- proper public office or offices, as well as the cost by filling officers or searching agencies as may be beneficiary. The provide and continuously maintain it of the present of the said premises boost	st loss or damage by life			
now or hereafter erected on the said premises again now or hereafter erected on the said premises again and such other hazards as the beneficiary may how and such other hazards as the beneficiary may how	ist loss of daming unre, in f in time to time require, in <u>E Value</u> , written in onvable to the latter; all	11. The entering upon 11. The entering upon	and taking points, or	the proceeds of fire and office the proceeds of fire and office t any taking or damage of the
policies of insurance shall for any reason to procure if the grantor shall fail for any reason to procure	n days prior to the expira- nlaced on said buildings,	waive any default or notice of pursuant to such notice.	rantor in payme	nt of any indebtedness secured
tion of any policy of insurance has a grant	may be applied by beneli- may be applied by beneli- n such order as beneliciary	declare all sums secured here	by immediately lection may proc	eed to foreclose this trust deed by
contected upon any indebtedness secure deneticiary the entimay determine, or at option of beneticiary the entimay determine, may be released to grantor. Such any part thereol, may be released to default	application or release shall hereunder or invalidate any	in equity as a mortgage or d advertisement and sale. In the	ded his written n	beneficiary of the trust election of the obligations secure
any part interview any default or notice. not cure or waive any default or notice. act done pursuant to such notice. 5. To keep said premises free from constr 5. To keep said other charges that may be	uction Lens and to pay all levied or assessed upon or assessments and other	to sell the said described for hereby, whereupon the trustee thereof as then required by	shall lix the tin law and proceed 86.740 to 86.795	to foreclose this trust deed i
taxes, assessmenta before any part of such	pily deliver receipts thereis	13. Should the benefit then after default at any tim then after default at any tim	ciary elect to for ne prior to five , the grantor of	days before the date set by in other person so privileged in the successors in interest, respectively.
by direct payment, beneficiary may, at its optimale such payment, beneficiary may, at its optimale such payment, beneficiary may, at the rate	with funds with thereof, ion, make payment thereof, set forth in the note secured paragraphs 6 and 7 of this	ORS 86.760, may pay to the tively, the entire amount the	including costs a	terms of the trust decidence terms of the trust decidence and attorney's tees not of the terms attorney t
hereby, together with the obligation a part hereby, together with the added to and become a part trust deed, shall be added to and rights arising	from breach of any of the terest as aforesaid, the prop-	enforcing the terms of the o ceeding the amounts provide circle as would not then be	ed by law) othe due had no de	r than such portion of the fault occurred, and thereby cu proceedings shall be dismissed
trust deed, without waiver of ayments, whi in covenants hereof and for such payments, whe fin covenants hereof described, as well as the fin or hereinbefore described, as well as the final	teresi as all be bound to the nfor, shall be bound to the nent of the obligation herein total due and payable with	the delault, in which event the trustee. 14. Otherwise, the su 14. Difference in the pol	ale shall be held tice of sale or t	on the date and at the time to he time to which said sale n he may sell said property en
described, and all such payments share thereof shall, at out notice, and the nonpayment thereof shall, at out notice, and the nonpayment thereof shall, at render all sums secured by this trust deed.	the option of the payable and ediately due and payable and t this trust including the cost	place designated as provided I be postponed as provided I in one parcel or in separa survivon to the highest bido	te parcels and s	hall sell the parcel of parcels
constitute a breach of this frust decu. constitute a breach of this frust decu. 6. To pay all costs, fees and expenses of of title search as well as the other costs and be of title search as well as inforcing this obligation	t this trust including openses of the trustee incurred n and trustee's and attorney's	auction to the higher the purchas shall deliver to the purchas the property so sold, but of the recitals in the d	without any cove	enant or warranty, captusive p rs of fact shall be conclusive p coluding the trustee, but inclu
in connectually incurred. fees actually incurred and defend any action 7. To appear in and defend any action 7. To appear in and defend any action affect the security rights in the beneficiary or	n or proceeding purposed in any suit, ry or trustee; and in any suit, trustee may appear, including trustee may appear, including	the grantor and beneficiary, 15. When trustee s	ells pursuant to i of sale to payment	the powers provided herein, in nt of (1) the expenses of sale of carsonable charge by true
affect the security is in which the beneficiary of action or proceeding in which the beneficiary of any suit for the foreclosure of this deed, to F any suit for the foreclosure of the beneficiary so cluding evidence of the another beneficiary so	ay all costs and expenses, in or trustee's attorney's lees; the ragraph 7 in all cases shall be appeal from any judgment of	e shall apply the proceeds of e cluding the compensation attorney, (2) to the oblig attorney, (2) to the oblig	of the trustee an ation secured by	the trust deed, (3) to all per
amount of attorney's fees mentioned and amount of attorney's fees mentioned of an fixed by the trial court, Arantor further afree decree of the trial court, Arantor further afree decree of the trial court, Arantor further afree	s to pay such sum as the ap- beneficiary's or trustee's attor	 having recorded hers and deed as their interests ma surplus, it any, to the green 	y appear in the antor or to his s	uccessor in interest entitied to
ney's lees on such appeal. It is mutually agreed that: It is mutually agreed that: 8. In the event that any portion or all 8. In the event domain or condemn	of said property shall be take ation, beneficiary shall have the	to 16. For any reason the time appoint a successor the successor trustee appoint the successor trustee to the successor	on permitted by or successors to b ed hereunder. Up sor trustee, the	law builtie named herein of to any trustee named herein of to son such appointment, and wi latter shall be vested with all latter shall be rein named or app
right, if it so elects, to require that all of right, if it so elects, to require that which are in as compensation for such taking which are in as compensation for such taking and all	orney's lees necessarily paid of be paid to be paid to be paid to beneficiary at	or powers and duties confe nd hereunder. Each such app instrument executed by	pointment and su beneficiary, cont	ubstitution shall be made trust taining reference to this trust conded in the office of the C
as competences of the second s	all be paid to attorney's fee and expenses and attorney's fee sarily paid or incurred by ber applied upon the indebtedne	es, instrument executed of ne- and its place of record, ess Clerk or Recorder of the ball be conclusive proof	county or count	ies in which the property is an
boin ministry in such proceedings, and the second s	ecessary in obtaining such contents with written request of bei	nt- acknowledged is made obligated to notily any i	pts this trust w a public record	as provided by law. Trustee
pensation, promptly upon benefician time to tim	ne upon written and the note	ting shall be a party unless	ADCU ACTION OF 1	
9. At any firms and may resentation inclury, payment of list less and presentation inclure the liability of any person for the payment the liability of any person for the payment NOTE. The Trust Deed Act provides that the fit or savings and loon ossociation authorized to property of this store, its subsidiaries, affiliate	ustee hereunder must be either	an attorney, who is an active of Oregon or the United States, a	nember of the Or title Insurance co ir an escrow agent	mpany authorized to insure title licensed under ORS 696.505 to (
NOTE: The Trust Deed Act provides that the in or sovings and loan association authorized to property of this state, its subsidiaries, affiliate	do business under the laws of s, agents or branches, the United	d States or any agency motocry		
and the second secon				

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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 except none

and that he will warrant and forever defend the same against all persons whomsoever.

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 terminine 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. with the Act is not required, disregard this notice.

RODNEY E KENYON NOTARY PUBLIC - CALIFORNIA

SAN BERNARDINO COUNTY

My comm. expires JUN 20, 1987

arri SHARON E. HARDGROVE

667

1<u>916</u> day of 19<u>84</u>, before me, On this the mia 22 Bernordino Kenyon the undersigned Notary Public, personally appeared Larry A Hordgrove and Sharon EHardevare OFFICIAL SEAL

personally known to me

₿ proved to me on the basis of satisfactory evidence

are to be the person(s) whose name(s) ____ subscribed to the They ____executed it. within instrument, and acknowledged that WITNESS my hand and official seal.

mit

Deputy

Notary 's Signature

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

....., Trustee

19

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 by you under the same. Mail reconveyance and documents to

DATED:

TO:

State of (

County of Da

Beneficiary tot fase or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancollation before reconveyance will be r TRUST DEED STATE OF OREGON (FORM No. 881-1) SS. County of Klamath STEVENS-NESS LAW PUB. CO., PORTLAND, ORE I certify that the within instrument was received for record on the 23rd day of April , 19.84, Larry A. & Sharon E. Hardgrove at...11:12...o'clock...AM., and recorded SPACE RESERVED Grantor page.....667.8....or as document/fee/file/ FOR Fern A. Smith instrument/microfilm No. 35846 ..., RECORDER'S USE Record of Mortgages of said County. Beneficiary Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk MOUNTAIN TITLE COMPANY, INC. TITLE 35845By TAM

.00

Fee: