43188		MIC	RUST DEED	Vol. May rage	The surger of the local division in the loca
THIS TR	UST DEED, made th Randal M. and	<i>is</i> 5th Winifred M.	day of <u>N</u> Berger, husb	ovember and and wife	, 1984, betwe
as Grantor,	Jeffrey	D. Ball, C	ity Attorney	Al Alexandro ann an an Alexandro ann ann an Alexandro ann ann an Alexandro ann ann an Alexandro ann ann ann an Alexandro ann ann ann ann ann ann ann ann ann an	
as Beneficiary,	<u>City of</u>	Klamath Fal	ls, a munici	pal corporation	
Grantor irr in Klamath	evocably grants, barg		NESSETH: conveys to trust	ee in trust, with power o	f colo the -
The west 30	feet of Lot 362 a				
thereof on fi	lle in the office	of the Co	iis, accordin	of Lot 363, Block D g to the official p amath County, Orego f record and those	23, Dlat Dn,
1993年1月1日 1993年 1993年 1993年		instrument ! and has not or as to its	s effect upon the tit	C. has recorded this ommodation only, ularity and sufficiency le to any real property	
together with all and now or hereafter appe	singular the tenements, h rtaining, and the rents in	•	e described therein.	all other rights thereunto be es now or bereafter attrabad	londing on the second
FOR THE PUP	RPOSE OF SECURING	PERFORMENT		anached	ic of used in connec
note of even date here	with neverla to hand : .		Dollars, with inte	rest thereon according to the	
becomes due and paya sold, conveyed, assigne then, at the beneficiary herein, shall become im The above describ	due and payableSep urity of the debt secured ble. In the event the wiff d or alienated by the g v's option, all obligations mediately due and payabl ed real property is not curre	Cember 4 by this instrument in described prop rantor without fi secured by this in e. ently used for agric	t is the date, stated perty, or any part t rst having obtained instrument, irrespect	above, on which the final in hereof, or any interest therein the written consent or appro-	stallment of said note
1. To protect, prese and repair; not to remove	rve and maintain said proper or demolish any huilding of	grantor agrees: ty in good condition	(a) consent to the granting any easen	making of any map or plat of se nent or creating any restriction t ther agreement affecting this de-	icreon, (c) join in any
proper public office of other	waste of said property restore promptly and in goo provement which may be com- provement which may be com- then due all laws, ordinances, regulation all laws, ordinances, regulation ing said property; if the benefi- cing statements pursuant to the may require and to port the sum as well as the cost port of a defencies as may be deall	liling same in the	nointed by a court	ey, without warranty, all or any p conveyance may be described as eto," and the recitals therein of an of the fruthiulness thereol, Trust of the fruthiulness thereol, Trust of the grantor hereunder, by default by grantor hereunder, either in person, by agent or the and without regard to the adem	beneficiary may at any
by lifing officers or searching beneficiary. 4. To provide and c	ng agencies as may be deem continuously maintain insurance	ed desirable by the	the indebtedness here erty or any part the issues and prolits, in	, either in person, by agent or k and without regard to the adeque eby secured, enter upon and take ereol, in its own name sue or oth cluding those past due and unpas ses of operation and collection, inc indebtedness secured hereby, and se.	possession of said prop- erwise collect the rents,
deliver said policies to the be	the said premises against loss he beneticiary may from time tull INSUTADIE V2 beneticiary, with loss payable delivered to the beneficiary, any reason to procure any suc meliciary at least littleen days ance now or herealter placed e the same at conner.	ch insurance and to	collection of such re insurance policies or property pad determin	ering upon and taking possession ring upon and prolits, or the pro- rompensation or awards for any t	of said property, the ceeds of fire and other aking or demote of the
the beneficiary may procur collected under any fire or c clary upon any indebtedness may determine, or at option	e the same at grantor's exp other insurance policy may be secured hereby and in such of of beneficiary the entire amo	on said buildings, bense. The amount applied by benefi- order as beneficiary unt so collected or	12. Upon de hereby or in his peri declare all summer	ice. ault by grantor in payment of an ormance of any agreement hereund	y indebtedness secured
act done pursuant to such no 5. To keep said pren taxes, assessments and other against said property before hardes become	tice. nises free from construction for charges that may be levied of any part of such taxes, asse	in or invalidate any ens and to pay all of assessed upon or essments and other	in equity as a mort advertisement and su execute and cause to to sell the said de bereby whereas	gage or direct the trustee to forec ile. In the latter event the benefici be recorded his written notice of wribed real property to satisfy t	lose this trust deed lose this trust deed by ary or the trustee shall default and his election he obligations secured
nents, insurance premiums, 1 y direct payment or by p nake such payment, benefici nd the amount so paid, with	iens or other charges payable roviding beneliciary with lun ary may, at its option, make interest at the rate set lorth	any taxes, assess- by grantor, either ds with which to payment thereof, in the note secured	13. Should the 13. Should the then after default at trustee for the trust ORS 86 760	in ORS 86.740 to 86.795 e beneficiary elect to foreclose by any time prior to five days belo es sale, the grantor or other p	advertisement and sale re the date set by the
ust deed, without waiver of ovenants hereol and for such try hereinbefore described, a ame extent that they are b	any rights arising from bread payments, with interest as a well as the grantor, shall ound for the payment of the	of secured by this ach of any of the foresaid, the prop- be bound to the collidation herein	tively, the entire and obligation secured the enforcing the terms of ceeding the amounts cipal as would not d	bunt then due under the terms of reby (including costs and expense I the obligation and trustee's and provided by law) other than suc-	wors in interest, respec- the trust deed and the is actually incurred in attorney's fees not ex- h portion of the prin-
ut notice, and the nonpayment inder all sums secured by the institute a breach of this trus 6. To pay all costs, fe title search as well or the	nt thereol shall, at the option is trust deed immediately due t deed. es and expenses of this trust	of the beneficiary, and payable and and payable and ncluding the cost	the trustee. 14. Otherwise, place designated in t be postponed as prov	the sale shall be held on the data he notice of sale or the time to ided by law. The trustee may sal	and at the time and which said sale may said property sither
es actually incurred. 7: To appear in and fect the security rights or po	delend any action or proceed owers of beneficiary or trustee	ing purporting to	auction to the highes shall deliver to the p the property so sold, plied. The recitals in : of the truthubese th	bidder for cash, payable at the urchaser its deed in form as requi- but without any covenant or wai the deed of any matters of fact she	time of sale. Trustee red by law conveying ranty, express or im-
uding evidence of title and t nount of attorney's fees men ed by the trial court and in cree of the trial court, gran llate court shall adjudge res	the beneficiary or trustee may i this deed, to pay all costs the beneficiary's or trustee's al tioned in this paragraph 7 in the event of an appeal from tor further agrees to pay such sonable as the beneficiary's c	and expenses, in- ttorney's fees; the all cases shall be any judgment or	15. When trus shall apply the proceed cluding the compensati attorney, (2) to the of having recorded line	ee sells pursuant to the powers pu ds of sale to payment of (1) the ion of the trustee and a reasonab- biligation secured by the trust dee	ovided herein, trustee expenses of sale, in- le charge by trustee's d. (3) to all persons
It is mutually agreed 8. In the event that an der the right of eminent dom bt it is a basis	d that: y portion or all of said proper nain or condemnation, beneticia	ty shall be taken ry shall have the	deed as their interests surplus, il any, to the surplus. 16. For any re	may appear in the order of their grantor or to his successor in int ason permitted by law beneficiar	priority and (4) the erest entitled to such
pay all reasonable costs, ex urred by grantor in such i blied by it first upon any rea h in the trial and appellate	penses and attorney's lees ne proceedings, shall be paid to asonable costs and expenses an courts, necessarily paid or in	amount required Cessarily paid or beneficiary and d attorney's lees, Surred by bene	successor trustee appoi conveyance to the suc powers and duties co	nted hereunder. Upon such appoi cessor trustee, the latter shall be nterred upon any trustee herein	nea herein or to any niment, and without vested with all title.
sation, promptly upon benefits 9. At any time and from	as shall be necessary in obta iciary's request. In time to time upon written	ake such actions		appointment and substitution shall by beneficiary, containing reference d, which, when recorded in the d te county oc counside in which the sol of proper appointment of the su- epts this trust when this deed, a public record as provided by party hereto of pending sale und or proceeding in which grantor. b	
liability of any person for	the payment of the indebtedn	ess, musiee may	man be a party unless	such action or proceeding is broug	tht by trustee.
avings and loan association of this state, its subsidia	es that the trustee hereunder mu authorized to do business under ries, affiliates, agents or branch	ist be either an attor the laws of Oregon es, the United States	ney, who is an active r or the United States, a or any agency thereof	nember of the Oregon State Bar, a fitle insurance company authorized to r an escrow agent licensed under ORS	bank, trust company a insure title to seal

and a strain of the strain of th

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

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-2020-

Klamath Falls,

OR

97601

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

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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 h

not applicable; if warranty (a) is applicable and the benefi as such word is defined in the Truth-in-Lending Act and beneficiary MUST comply with the Act and Regulation by disclosures; for this purpose, if this instrument is to be a FIR the purchase of a dwelling, use Stevens-Ness Form No. 13 if this instrument is NOT to be a first lien, or is not to find of a dwelling use Stevens-Ness Form No. 1306, or equivale with the Act is not required, disregard this notice.	iciary is a creditor faux Philperger Regulation Z, the making required Winifed M. Berga ST lien to finance 05 or equivalent
a during a during weegment opposite.)	
STATE OF OREGON, County of Klamath November 5 Personally appeared the above named Randal M. and Winifred M. Berger,	
nusuand and wife	sworn, and say that the former is the
	producting and that the latter is the
AND THE REAL PROPERTY OF THE R	secretary of
And acknowledged the toregoing instru- mient to be their voluntar act and deed.	a corporation, and that the seal atfixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act Before me:
Notar Public tor Oregon	
Ms commission expires: 06/15/55	Notary Public for Oregon (OFFICIAL
Commission expires: 06//3/88	My commission expires: SEAL)
To:	
To: The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby said trust deed or nursuant to charts	, Trustee I indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of ences of indebtedness secured by said trust deed (which are delivered to react
To: The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evide herewith together with said trust deed) and to reconvey, wi estate now held bytyou under the same. Mail reconveyance DATED	, Trustee I indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of ences of indebtedness secured by said trust deed (which are delivered to you ithout warranty, to the parties designated by the terms of said trust deed the e and documents to
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TO: The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evide herewith together with said trust deed) and to reconvey, wi estate now held bytyou under the same. Mail reconveyance DATED:, 19	Indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of ences of indebtedness secured by said trust deed (which are delivered to you ithout warranty, to the parties designated by the terms of said trust deed the e and documents to Beneficiary et. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of
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NAME

By TH

TITLE

Deputy