45894 0110AN #CM-061437-	-3 MOTO 14389	Vel. MS Page_ Vel. MS Page_	2266 2114
THIS TRUST DEED, made this	J 22 day of Vanciar	19 25, between	OWE CHANGE
HOWARD, Care	1 /IT - tool tielowas Carol	A: McCullough)	, as Grantor,
	The second second and the second second second second second second with the second se	and the district days that the residence of the same	or Tructee and
Soars Home	The state of the second section is a second section of the second second section of the second	appellonation shifted deliver contraction of the	, as Beneficiary,
	WITNESSETH:	Same of any and and they's inches to be the	for add 建设 解例
Grantor irrevocably grants, bar	orgains, sells and conveys to trustee in trust, with power KLAMATH	of sale, the property in	on, described as:
manufacture of the state of the	of the $S_{\frac{1}{2}}^{\frac{1}{2}}N_{\frac{1}{2}}^{\frac{1}{2}}$ lying Easterly of the Signature of the	the Chiloguin-Sprague	o,,, desc, 15-5,
River Highway	y in Section 13, Township 35 South Meridian, in the County of Klauerer any portion lying within	amath State of Oregon	i,
	NG THEREFROM the following desc		211:
the SE; NW;, willamette M line of said said SE; NW; Sprague Rive Northerly bo Highway to t	a point 489.5 feet South of the Section 13, Township 35 South, deridian; thence East 60 feet part of the Northerly boundary line of the Northwesterly boundary line of the said Chiloquiche West line of said SE½NW½; the	rallel to the North with the West line of of the Chiloquin- valong the said nin-Sprague River	ontract of a Total of itage Rate is thereof; y under or
point of beg		경기 : 사용 등 경기 : 기계 :	promptly عربات
489.5 feet of East of the of Oregon.	CEPTING the North 489.5 feet of of the $S_2^1NE_2^1$, Section 13, Townsh Willamette Meridian, in the Cou	unty of Klamath, State	all claims or improve- iolation of herein not
excluding the general. 2. To provide maintain and	deliver to beneficiary insurance on the premises satis	factory to the beneficiary and with lo	oss payable to the
beneficiary. The amount collect hereby and in such order as ben released to grantor. Such applic	meficiary may determine, or at option of beneficiary the vation or release shall not cure or waive any default of	ne entire amount so collected or any part notice of default hereunder or inval	art thereof may be idate any act done
3. To pay all costs, fees and e	expenses of this trust including the cost of title search a this obligation, and trustee's attorney's fees actually inc	s well as other costs and expenses of the curred as permitted by law.	D. W. John
 To appear in and defend trustee; and to pay all costs and 	I any action or proceeding purporting to affect the so expenses, including costs of evidence of title and att	torney's fees in a reasonable sum as po	าร และสหมายสหมา
5. To pay at least ten (10)	days prior to delinquency all taxes or assessments are	ecting the property; to pay when due bear to be prior or superior hereto.	moficiary may her
6. If grantor fails to perform	n any of the above duties to insure or preserve the suid without notice to or demand on grantor and without same in such manner and to such extent as beneficiary not exercising said power; enter onto the property; committee the property is a property of the prop	releasing grantor from any obligation l	nereunder, perform writy hereof. Bene

porting to affect the security hereof or the rights and powers of beneficiary; pay, pu: that lien, which in the judgement of beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby.

7. Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer. Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possission of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law.

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary conse-

quent to grantor's default. 13. After a lawful lapse of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

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Grantor. stee, and assigns. ribed as: 2115 which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or thereafter attached to or used in connection with said real estate: or the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of ror the purpose of securing: (i) rayment of the indeptedness and all other lawful charges evidenced by a netal installment contract of even date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of even date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of even date herewith made by grantor, payable in 96 monthly installments of \$ 128.90 with an Annual Percentage Rate of \$ 6.870.00 and any extensions, renewals or modifications thereof; of 16.000 %, with an Amount Financed of \$ 6.870.00 and any extensions, renewals or modifications thereof; even date nerewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, naving a lotal of Payments of \$ 12,374.40 payable in 96 monthly installments of \$ 128.90 with an Annual Percentage Rate of 16.000 %, with an Amount Financed of \$ 6,870.00 and any extensions, renewals or modifications thereof; (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. To protect the security of this trust deed, grantor agrees: 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly 1. To keep said property in good condition and repair; not to remove or demonsh any building thereon; to complete or restole principles and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and the good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and the good and workman-like manner any building which may be constructed, damaged or destroyed thereon and the good and workman-like manner any building which may be constructed, damaged or destroyed the good and workman-like manner any building which may be constructed, damaged or destroyed the good and workman and the good and ments to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured beneficiary and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be referred to make the secure of released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred pursuant to such notice. in connection with or enforcing this obligation, and trustee's attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may deem necessary to protect the security hereof. ficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding purprotection of the purpose of exercising said power; enter onto the property; commence, appear in or detend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or porting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or porting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or powers of beneficiary; pay, purchase, contest or conte demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby. 7. Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby It is mutually agreed that: assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. 8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or ensumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, gegare at the sums secured by this trust been to be immediately due and payable. Sometiment your secured by this trust been to be minimediately due and payable. Sometiment of the sale or transferred reach agreement in writing that the prior to the sale or transferr. 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Upon any detault by grantor, the peneticiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such 10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed by advertisement and sale. In the latter manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. mariner provided by law for mortgage for exposures of unset the first terms of the first trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law. 11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law. 12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary conse-13. After a lawful lapse of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sell the quent to grantor's default. property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

Form OR-004 (5/84)

14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons including lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

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THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 13th day of February A.D. 19 85

at 3:57 o'clock P M, and duly recorded in Vol. M85 of Mortgages

Page 2266

EVELYN BIEHN, County Clerk

By Francisch March Deputy

Fee 17.00

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