46225	T DEED VOL. MES Page 274
THIS TRUST DEED, made this 8th	.day ofFEBRUARY, 19-85., bet
CHARLOTTE GA	AY GARRIS and Jordan
as Grantor, KLAMATH COUNTY TITLE COMP	
DEBORAH B. I	***************************************
as Beneficiary, WITNE	SSETH:
	nveys to trustee in trust, with power of sale, the pro
im	
Lot 461, Block 121, MILLS ADDITION to according to the official plat thereo County Clerk, Klamath County, Oregon.	of on file in the office of the
the rest of the second second the second the second second second second second the	्ह हैंने हजरात्वरण्य स्व १७४३ स्वतरेण्ड रेक्षे त्वकरेणाणसंग्री राजालर्ग स्वतंत्वर्ण्डक्रमण्यलं स्वरी स्वतंत्रल्य
Entire balance due upon transfer or s	sale of the property herein.
together with all and singular the tenements, hereditaments and a	아이는 것 같은 전자를 가지 않는 것은 것이 있는 것이 없다.
now or hereafter appertaining, and the rents, issues and profits the tron with said real estate.	reof and all fixtures now or herealter attached to or used in c
sim of THIRTY-SIX THOUSAND FIVE HUNDE	of each agreement of grantor herein contained and payment RED. AND. NO/100s
note of even date herewith, payable to beneliciary or order and mac	Dollars, with interest thereon according to the terms of a prom de by grantor, the timal payment of principal and interest her
not sooner paid, to be due and payable	is the date, stated above, on which the final installment of sai
becomes due and payable. In the event the within described prope sold, conveyed, assigned or alienated by the grantor without firs then, at the beneficiary's option, all obligations secured by this ins herein, shall become immediately due and payable. The above described real property is not currently used for agricul	it having obtained the written consent or approval of the benel strument, irrespective of the maturity dates expressed there
To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition	granting any easement or creating any restriction thereon; (c) join subordination or other advantant allocting this doed on the line of
and repair; not to remove or demolish any building or improvement thereon; not to expensive any waste of land property. 2. To expressive or restore promptly and in good and workmanlike manner any building of improvement which may be constructed, damaged or	thereoi; [d], reconvey, without warranty, all or any part of the proper grantee in any reconveyance may be described as the "person or legally entitled thereto," and the recitals therein of any matters or lac be conclusive proof of the truthfulness thereof. Trustee's tess for any
destrayed thereon, and pay when due all costs incured therefor. 3. To comply with all lass, ordinances, regulations, covenants, condi- tions and restrictions affecting, said property; it the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commer-	services mentioned in this paragraph shall be not less than \$5.
cur Lode as the benstering may require and to pay for tiling same in the proper public office or plfices, at well as the cost of all lien searches made	10. Upon any default by grantor hereunder, beneficiary may time without notice, either in person, by agent or by a receiver to pointed by a court, and without regard to the adequacy of any secur the indebtedness hereby secured, enter upon and take possession of said
b) lifting officers or searching agericles as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurance on the buildings row or herealize exected on the said premise against loss or damage by fire	issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including reasonable
and such other hazards as the lameliciary may from time to time require, in an amount not less than a full. INSULADIC VALUATION in an amount operation of the function with loss pushing to the latter in	ney's lees upon any indebtedness secured hereby, and in such order a liciary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and profits, or the proceeds of lire and
policing of inguiance whalf be delivered to the beneficiary as soon as insured; if the gradies shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least lifteen days prior to the expira-	insurance policies of compensation or awards for any taking or damage
tion of any policy of insurance new or hereafter placed on said buildings, the beneficiary may procure the same at granter's expense. The amount	property, and the application or release thereof as aloresaid, shall not
collected under any lire or other insurance policy may be applied by benefi-	property, and the application or release thereot as aloresaid, shall not- waive any default or notice of default hereunder or invalidate any au pursuant to such notice. 12. Upon default by graintor in payment of any indebtedness hereby or in his performance of any agreement hereunder, the beneficia
collected under any fire or other insurance policy may be applied by beneti- citary upon any indebtadness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall	property, and the application or release thereot as aloresaid, shall not waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. I2. Upon delault by grantor in payment of any indebtedness hereby or in his performance of any agreement hereunder, the benetician declare all sums secured hereby immediately due and payable. In s event the beneticiary at his election may proceed to foreclose this trust in equity as a mortgage or direct the truste to foreclose this trust
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collected under any life or other insurance policy may be applied by benefi- ciary upon any indebideness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or sny part thereof, may be released to grantor. Such application or release shall not cure or waive any default or norice of default hereunder or invalidate any set done pursuant to such notice. J. To beep said premises the from construction lens and to pay all tare, assessments and other charges that may be levied or assessed upon or alasest said property before any part of such taxes, assessments and other charge become penditude grantor fail to make payment of any items assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to suke such payment, beneficiary with funds with which to suke such payment, beneficiary with funds with which to suke such apyment, beneficiary rinky, at its option, make payment thereol, and the amounts ap paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in puragraphs 6 and 7 0 it his trust deed, without waiver of any rights arrsing from breach of any of the covenants. Hereof and become a part of the debt secured by this tares etad. that they are bourd for the payment, while the beneficiary reader and all such payments when interest as aforesaid, the prop- ery hereinbedrom described, as well as the grantor, shall be bound to the same steam that they are bound for the payment of the both secured by this described, and all such payments when despress of the toxies incurred in connection with or in endorcing this obligation and trustee incurred on this described in endorcing this obligation and trustee incurred of the beneficiary or trustee's and many suit, action or proceeding in which the beneficiary or trustee's and many suit, action or proceeding in which the beneficiary or trustee's and in any suit, act	property, and the application or release thereot as aloresaid, shall not i waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by graintor in payment of any indebtedness i hereby or in his performance of any agreement hereunder, the benelician declare all sums secured hereby immediately due and payable. In a sevent the beneliciary at his election may proceed to foreclose this trust in equity as a morifage or direct the trustee to foreclose this trust devertisement and sale. In the latter event the beneliciary or the trust execute and cause to be recorded his written notice of delault and his to sell the said described real property to satisfy the obligation hereby whereupon the trustee shall fix the time and place of sale, give thereof as then required by law and proceed to foreclose this trust of the manner provided in ORS 86.735 to 86.795. 13. After the trustee has commenced foreclosure by advertisem here delault or delaults. If the delault consists of a laiture to pay, whis sums secured by the trust deed, the delault may be cured by pay entire amount due at the time of the cure other than such oxition as not then be due had no delault occurred. Any other delault that is cap being cured. my hes cured by the furst deed, the ability to the beneliciary at and expenses actually incurred in enforcing the obligation of the trust defaults, the person effecting the cure shall pay to the beneliciary and expenses actually incurred in enforcing the obligation of the trust together with trustees and attorney's less not exceeding the amounts pit by law. 14. Otherwise, the sale shall be held on the date and at the tim place designated in the notice of sale or the time to which said said and expenses actually incurred for cash, payable at the time for allow, for sale, rahell deliver to the purchaser its deed in form as required by law core the property so sold, but without any corenant or warranty, express plied. The recitals in the deed of any matters of lact s
collected under any life or other insurance policy may be applied by benefi- ciary upon any indebideness secured hereby and in suich order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or sny part thereof, may be released to granou. Such application or release shall not cure or waive any default or norice of default hereunder or invalidate any set done pursuant to such norice. J. To lesses said promises free from construction lens and to pay all tare, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges secones past due or defaunt fram be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or defaunt fail to make payment of any taxes, assess- ments, insurance permums, lien or other charges payment of any taxes, assess- tion beneficiary: should the grantor fail to make payment of any taxes, assess- ing direct payment or by providing beneficiary with funds with which to wake such apayment, beneficiary may, at its option, make payment thereol, and the amount so paid, with interest at the rate set forth in the nore secured hereby, together with the obligations described in payaraphs 6 and 7 of this insue dead, shall be added to and become a part of the doing with which to make such and for such payments, with interest alloweald, the prop- wry hereintors deadled to and become a part of the doing with the intra dead, shall be added to and secure they more of the beneficiary in the defined of the trust dead immediately due and payable and constitute all they are bound that the payment of the beneficiary intra dead, abait be interest shall be indicated due and payable and constitute a streach of this trust dead. Interdiately due and payable and constitute a streach of this trust dead. Interdiately due and payable and constitute a streach of this trust dead. Interdiately incurred. 7. To apayer in and defend	property, and the application or release thereot as aloresaid, shall not i waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by graintor in payment of any indebtedness hereby or in his performance of any agreement hereunder, the benefician declare all sums secured hereby immediately due and payable. In a event the beneficiary at his election may proceed to foreclose this trust in equity as a morifage or direct the truste to foreclose this trust developed and cause to be recorded his written notice of delault and his to self the said described real property to satisfy the obligation hereby whereupon the trustee shall lix the time and place of sails, give thereof as then required by law and proceed to loreclose this trust of the manner provided in ORS 86.735 to 86.795. 13. After the trustee has commenced foreclosure by advertisement sale, and at any time prior to 5 days before the date the trustee condu- sale, the grantor or any other person so privileged by ORS 86.753, mus the delault or delaults. If the delault consists of a lailure to pay, who sums secured by the trust deed, the delault may be cured by pay ientire amount due at the time of the cure other than such portion as not them be due had no delault occurred. Any other delault is a po- being cured. my be cured by the days the adlight to be beneficiary at and expenses actually incurred in enforcing the obligation of the the ingentes and at any time rese is not exceeding the amounts pi by law. 14. Otherwise, the sale shall be held on the date and at the time obligation or trust deed. In any case, on avaints with add and property in one parcel or in separate sits add in form as required by law cor the property so sold, but without any covenant or warranty, express plied. The recitals in the dote of any matters of lact shall be conclusive of the truthulness thereol. Any person, excluding the truste, but im the granter and heneliciary onay purchase at the sale. 15. When trustee sells pursuant t
collected under any line or other insurance policy may be applied by beneli- inry upon any indebidness secured hereby and in such order as beneliciary may determine, or at option of beneliciary the entire amounts to collected, or sny part. Hereod, may be released to fantor. Such application or release shall net cure or waive any default or norice of default hereunder or invalidate any set done pursuant to such notice. 5. To keep said, premises free from construction lens and to pay all rates, assessments and other charges shall may be levid or assessed upon or slainst said property. before any part of such taxes, assessments and other charges become past due or defauguent and prompty defiver recurs therefore to beneficiary: should the grantor lait to make payment of any taxes, assess- ments, insurance premuma, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such apyment, beanticary may, at its option, make payment thereol, and the amount so paid, with interest at the rate set forth in the note secured breaky. cogether with the obligations described in paragraph 6 and 7 of this sum dead, shall be added to and become a part of the debt secured by this time dead, shall be added to and become a part of the debt secured by this time dead, abalt be added to and become a part of the debt secured by this time dead, abalt be added to and become a part of the obligation herein fourbolers described, as well as the grantor, shill be bound to the anne estent that they are bound then the payment of the option the including the cost of this secured by this time deal inmediately due and payable with the the secured by this trust dead immediately due and payable with the the secured by this trust dead immediately due and payable with the the secure at the other of the payment or proceeding purporting to somative a breach of this trust dead immediately due and payable with the the secure at the other of the secure of the pay	property, and the application or release thereot as aloresaid, shall not i waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by graintor in payment of any indebtedness hereby or in his performance of any agreement hereunder, the benetician declare all sums secured hereby immediately due and payable. In a event the beneticiary at his election may proceed to foreclose this trust in equity as a morifage or direct the trustee to foreclose this trust devertisement and sale. In the latter event the beneticiary or the trust rescure and cause to be recorded his written notice of delault and his of solid the said described real property to satisfy the obligation hereby whereupon the trustee shall its the time and place of saile, give thereof as then required by law and proceed to loreclose this trust of the manner provided in ORS 86.735 to 86.795. 13. After the trustee has commenced foreclosure by advertisem methe delault or delaults. If the delault consists of a lailure to pay, whis sums secured by the trust deed, the delault consists of a lailure to pay, whis unthe delault or delaults. If the delault consists of a lailure to pay, whis unthe delault or delaults. It the delault consists of a lailure to pay, whis unthe delault or delaults, the methed the performance required un obligation or trust deed. In any case, in addition to curing the del- delaults, the person effecting the cure shall pay to the beneficiary at and expenses actually incurred in enforcing the obligation of the trust together with trustes and antiorney's less not exceeding the amounts pi by law. 14. Otherwise, the sale shall be held on the date and at the tim place designated in the notice of sale or the time to which said said together with trustes said any matters of lact shall be conclusify the property as the design and moritary any murchase at the said. 15. When truste selfs our sam required by the trustee develop or par- tistor the trusthulness thereod of any matters of lact shal
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er an otionney, who is an active member of the Oregon State Bar, a p of Oregon or the United States, a title insurance company authorized to nited States or any agency thereof, at an escrow agent licensed under ORS ( NOTE: The Trust Deed Act provides that ar savings and loan association authorize perperty of this state, its subsidiaries, af ness under th 696.505 to 696.385. d to do b

2743 The granter 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, tamily, household or agricultural purposes (see Important Notice below), (b) for an organisation, or (even if granter is a natural person) are for business or commercial purposes other than a 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 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 credited so such word is defined in the Truth-in-Lending Act and Regulation Z, f, de 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 perchase 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. TOARNONS LOUGDARRIS GARRIS CHARLOTTE GAY enjamin BENJAMIN F. (if the signer of the chore is a corporation of acknowledgement economic STATE OF OREGON, STATE OF OREGON, County of ... ) 85. County of Klamath , 19 🕥 February 8 , 19. 85. Personally appeared ..... and Personally appeared the above named ......who, each being first Charlotte Gay Garris duly sworn, did say that the former is the ..... and Benjamin F. Jordan president and that the latter is the secretary of and schooldged the foregoing instru-ment of the the foregoing instru-voluntary act and deed. Before model (OFVICEALS BUTCH) Notary Falloc for Oregon My computation expires: 8/27/87 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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: The AFE AFE Notary Public for Oregon (OFFICIAL SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have b 70 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 harewith cogether 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, 11 A 23 C C 2480 E 11 1.204 the first starting on the first start with the second DATED: An one will be the reason of the second an manufacture and a set of the s an manifester rentre calered due north transformer s<mark>elench</mark> DICE Beneficiary Dice 1 net loss or dectroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED COLD BARREN STATE OF OREGON. 40402 SS. County of Klamath IFORM No. SEL DEALCH STORE CTAIL OF KI Certify that the within instrument was received for record on the .22nd. day February ,19.85, of ..... in book/reel/volume No. \_\_\_\_M85\_\_\_\_ on SPACE RESERVED Granto FOR page 2742 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No. 46225 - fallfell A. F Record of Mortgages of said County. Witness my hand and seal of Beneticiary County affixed. AFTER RECORDING RETURN TO تى - تەكەلەتلەتلەتلەتلەتلە 1995- يەكەلەتلەتلەتلەتلەتلەتلە COBA, Sindille (PK (17.2) And Evelyn Biehn, County Clerk  $1 \in \{n_i\}_{i \in I} \in \{n_i\}$ 34.10 TITLE 1 Fee: \$9.00 IENEL MILD Deputy And