4179

he does hereby forever warrant and will forever defend the title and possession thereoi against the lawid claims of any and all persons whatsoever. IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any Beneficiary under this, Deed. of Trust or under the Promissory Note as the same may hereafter on the application of the Beneficiary, or assignee; or any other person who may be entitled to the monies due thereon. In the event of such default, may execute or cause; Trustee: to execute a written Notice; of Default and of Election To Cause Said Property. To Be Sold to satisfy the obligations hereof; and Trustee; the Promissory Note and all documents evidencing the person who may be eat or parcel thereof is situated. Beneficiary also shall deposit with thereof as required, by law to shall documents evidencing the binory explore theorem. Trustee shall fix the time and place of sale and give notices thereof as required, by law to shall documents evidencing to potent thereof, whereupon Trustee shall fix the time and place of sale and give notices thereof as required, by law to shall documents evidencing to potent thereof. thereof as required by law as any approximate spin to constitute the birth spine monothere (2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in a decordance with the terms of the Trust Deed, the Grantor or his successor in interest, in the trust, property, at any time, prior, to the time and date set by the Truste for the Truste's sale if the power of sale therein is to be exercised, may part of the topic of the constraints of the Trust Deed and the obligation secured the or necumbrance of record on Beneficiary or, his successor in interest, respectively, the anount then due under the terms of the Truste's and therein is to be exercised, may pay to the cluding costs and expenses actually incurred in enforcing the terms of the obligations and Truste's and attorney's fees actually incurred if allowed by law j proceedings had or instituted to foreclose the there be due had be dismissed or discontinued; and thereby cure the default of register payment of this amount, all remain in force the same as it no acceleration had occurred. remain in force the same as if no acceleration had occurred. (3):After the:lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale's having been given as:then required by law, 'Trustee; without demand on 'Grantor(s)!'shall'self said property' on the date and at the time and place designated in having been given as:then required by law, 'Trustee; without demand on 'Grantor(s)!'shall'self said property' on the date and at the time and place designated in conducting, the sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time and place designated in conducting, the sale is postpone the same, from, time to, time, until it, shall be completed and, in every such case, notice of sale. The person postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, if the sale is postponed for shall execute and deliver to the purchase rise Decide'or sum is said if Notice' of Sale. Trustee Deced of any matters or facts shall be conclusive proof of the littly fullers of thereof (Mary Berson) at the same manner as the original Notice of Sale. Trustee Deced of any matters or facts shall be conclusive proof of the littly fullers of the sale is postponed to warranty' express or implied. The recitals in the Trustee's rand'Attorney's fees; (2) cost of any evidence of title procured in connection with such and revenue stamps on Trustee's Decd: (3) all other such as a vidence of title procured in connection with such such and revenue stamps on Trustee's Deed: (3) all other such as a leaf or payment of (10 the costs and expenses of exercising the ord revenue stamps on Trustee's Deed: (3) all other such as the sale to payment of the presson of person's fegally entitled thereto, or the trustee, "in 'tts' discretion," may deposit the balance of 'tops' or the daw expenses of exercising the power of sale and of the sale,

SECOND: To the payment of the interest due on said loan. THIRD: To the payment of the interest due on said loan. THIRD: To the payment of the interest due on said loan. TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against fire and such other casualities as the Beneficiary may specify. up to the full value of all improvements for the protection of Beneficiary in 'such 'mainer, in 'such amounts, and in such companies as Beneficiary may specify. up to the full value of all improvements for the protection of Beneficiary in 'such 'mainer, in 'such Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the secured hereby, or upon the interest of Beneficiary in said premises or in said described premises, are any part thereof, or upon the debt law for the first interest orgenalty to accrue thereon, the official receipt of the proper officerschwing payment of all such tares and assessments that may accrue against the above described premises, or any part thereof, or upon the debt law for the first interest orgenalty to accrue thereon, the official receipt of the proper officerschwing payment of all such tares and assessments. (3) In the and collectible or not), may (a) effect the insurance above, Beneficiary at its option (whether electing for declare the whole indebtedness secured hereb'v due sassessments without determining the validity thereof; and (c) such disburstments shall be added, to, the unspati banker of the objecting of declare the whole indebtedness secured hereb's due freed and the payment art the agreed rate. (4) TO Reep: the buildings and other improvements now existing of hereofore (by pay all said taxes, liens and good condition and repair, not to commit or suffer any waste or any use of said premises or the purpose of integrity to laws, ordinances or within one-hundred leighty days for vestore promptly and in a

The payments of the payment of the interest due on said loan. THIRD: To the payment of principal: SECOND: To the payment of principal: SECOND:

COR THEIPURPOSE OF SECURING (10) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the any period of the transformation of the principal sum with interest thereon there to which is hereby made, unit paid in full all of before institution of the any period of the any additional amounts, with interest thereon there to make any additional loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary shall not be applicated to make any additional loaned in any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators/successors and assigns, upon the trusts and for the uses and purposes following, and none other. To the premises, during continuance of such default action is a start of the premises, during continuance of such default hereunder, and during continuance of such default hereunder, and during continuance of such default authorizing. Beneficiary to enter, upon said premises and/or to be used to such default hereunder, and during continuance of such default authorizing. Beneficiary to enter, upon said premises and/or to be used to such default hereunder, and during continuance of such default authorizing. Beneficiary to enter, upon said premises and/or to be used to such default hereunder, and during continuance of such default authorizing. Beneficiary to enter, upon said premises and/or to be used to such action and the same with out taking possession succession. The indebtedness hereby secured by any lawful means.

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises". the above described real property is not currently used for agricultural, timber or grazing purposes.

BY .... Ρλ

Υß Ϊls 8 8 1. N SEE ATTACHED EXHIBIT "A" Do not loss or destroy. This Deed of Trust mist be delivered to the Trustee for cancellation before reconveyance will be made.

principal sum of s 14720.60 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale,

ATC 28 DEED OF TRUST AND AS	528 SSIGNMENT OF RENTS ME PC	ıge 4178
DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION	DATE FUNDS DISBURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION March 25, 1985 SRANTOR(S)	ACCOUNT NUMBER 3654-402011
ADDRESS: 707 Made St. (2)	have tence trnest Jones	Age
CITY: Klamath Falls, OR 97601 5 5 8 A	2) Delores George Jones	Agé
	ITY: N Keno, OR 97627	
THIS DEED OF TRUST SECUR		
By this Deed of Trust, the undersigned Grantor (all, if more than one) for the principal sum of s 14720.60 from Grantor to Beneficiary named above hereby the following described property situated a the set of	purpose of securing the payment of a Promissor y grants, sells, conveys and warrants to Trustee	y Note of even date in the

the following described property situated in the State of Oregon, County of Klama th

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	eof shall be given and proof thereof made, in the	dehtedness hereunder. Trustee shall reconvey to said Iruston and	inter all
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A tract of land situated in the W½ of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being a portion of that tract of land described in Book 290 at page 604, Deed Records, and being more particularly described as follows:

Exhibit A

Beginning at a point on the Northwesterly line of the Old Klamath Falls-Keno County Road, sometimes known as the Klamath River Wagon Road, which point is North 0° 10' West a distance of 294.7 feet measured along the North and South center line of said Section 3? and South 45° 42' West a distance of 8.3 feet from the center onefourth corner of said Section 31, said point being the Southwesterly corner of that tract of land described in Deed Volume 222 at page 318, Klamath County Deed Records; thence North 42° 15' West along the Southwesterly boundary of the last above described tract of land a distance of 118.55 feet, more or less, to the most Westerly corner of said tract of land; thence South 44° 10' West a distance of 56.56 feet; thence North 45° 03' West parallel with the Old Spencer Crock County Road a distance of 120.0 feet; thence South 44° 10' West a distance of 49.0 feet; thence South 45° 03' East a distance of 237.01 feet, more or less, to the Northwesterly line of the Old Klamath Falls-Keno County Road; thence North 45° 42' East along said line a distance of 97.89 feet; more or less, to the point of beginning.

Ret: ATC

Listen Party -

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

A.D. 19 85 on this 21st day of March o'clock A M, and dul at\_\_\_\_11:26 Mortgages M85 recorded in Vol. 4178 Page EVELYN BIEHN, County Clerk By TAm Am The Deputy 13.00

## 4180