| CERN No. 887 Origan Trust David Se 55401 | | TRUST DEED | | ge <u>18494</u> |
|---|---------------------|--|--|-----------------------------------|
| THIS TRUST D | EED, made this | 5th | ember | , 19, Derween |
| HARON MERETA HODG | ES TITLE COMPANY | of Klamath County and MYRTLE CASE, 1987 | as tenants in c | ommon, as Trustee, and |
| OROTHY N. TUTER, | BETTI J. SILVA | | bals | |
| s Beneficiary, | | WITNESSETH: | and a state of the | er of sale. the propert |
| Vlamath | County () | sells and conveys to trust regon, described as: | | |
| 二百姓的复数 植种联系的 的复数 | | lock 7, KLAMATH LAKE ce of the County Cler | ADDITION, accord the of Klamath, Cou | ing to the offici mty, Oregon. |
| TRUST I | | n Served and the second second second second | STATE OF OR | EGCW C |
| an a | | e is second to mast be related to | | an an an an an an a' si |

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 hereafter attached to or used in connec-

with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the tion with sum of TWENTY THOUSAND AND NO/100-----_

note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, it not sconer paid, to be due and payable _______ per terms of _______ note _______ (No prepayment penalty) The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

Sold, Conveyeu, assigned output of the solution of the solution of the beneficiary's option, all obligations secured by this instruct herein, shall become immediately due and payable. The above described real property is not currently used for explusive of the security of this trust deed, grantor agrees:

 To protect the security of this trust deed, grantor agrees:
 To protect the security of this trust deed, grantor agrees:
 To complete or restore and maintain said property in good and workmanike for the solution of the

pellate court shall adjudge reasonable as the beneliciary's or trustee's attor-ney's less on such appeal. If is mutually agreed that: If is mutually agreed that: If is mutually agreed that: If is mutually agreed that is or any portion of the monies payable under the right of eminent domain or condemnation, beneliclary shall have the under the right of eminent domain or condemnation, beneliclary shall have the ight; if is of elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required of pay all reasonable costs, expenses and attorney's less mecasarily paid incurred by it inst upon any reasonable costs and expenses and attorney bene-both in the trial and appellate courts, necessarily paid or incurred by them-both in the trial and appellate courts, necessarily paid or incurred by the secured heaby; and frantor agrees, at its own expenses, to tak such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. persention with each from time to time upon written request of bene-ticiary, payment of its fees and presentation of this deed and the rote for indepretent of the set of the indebtedness, trustee may the isability of any person for the payment of the indebtedness, trustee may

Verse Contractor

Ind., timber of grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in any subordination or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting this deed or the lien or other agreement allecting the or loss that be conclusive proof of the truthfulness thereoi. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault by grantor hereunder, beneficity may at any prime without notice, either in person, by agent or by a clamy security for he indebiedness hereing upon and of adventions of said property or any part thereol, in its own name and unpaid, and apply the sameless costs and expenses of operation and relating possession of said property, the rents, indebiedness accured hereby, and in such order as beneficiary may determine.
11. The entring upon and taking possession of said property, there policies or ordering and profits, or the proceeds of the and other and order as beneficiary may as a morige of all any fraction in payment of any indebiedness accured hereby and in such order as beneficiary escluster of hereby immediately due and payable. In such and apply the same advertises and solitors or invalidate any act done provide and accure or dispositor or elease thereoid as alloresside, shall not cure or waive any such and age of direct the trustee to foreclose this trust deed in such and accure the beneficiary at his election may proceed to foreclose this trust deed in the beneficiary at his election may proceed to foreclose this trust deed in the said desc

togetner with trustees and attorney's tees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sale sustained to the mouse convided beam tentor

the grantor and beneticiary, may purchase at the powers provided herein, trustee 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceed of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the interest of the truste in the trust having recorded liens subsequent to the interest of the truste in the trust having recorded liens intra-appear in the order of their priority and (4) the surplus, if any, to the grantor of to his successor in interest entitled to such surplus.

surplus, it any, to the granter of to the sectors in interest entities to determine the surplus. If any, to the grant from time to the appoint a successor or successor bill and the successor trustes appointed here-under. Upon such appointment, and without conveyance to the successor trustes, the latter shall be vested with all title, power and duties conferred upon any trustes herein named or appointed hereunder. Each such appointment and subtitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortigage records of the county or counties in which the property is situated, shall be conclusive prool of proper appointment of the successor trustee.

of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the inustes hereinder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a tille insurance company authorized to insure tille to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an estrow agent licensed under ORS 696.505 to 696.585.

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| fully seized in the | and with the Beneficiary and those claiming under him, that he is I eal property and has a valid, unencumbered title therete |
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| BANKE STATE THE PLACE HAD BEEN FROM THE AND THE PLACE | Market Charles Market Market And Andrew Andre Andrew An |
| and that he will warrant and forever defend | the same against all persons i |
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| (a)* primarily for grantors personal, family, (b) for an organization, or family, interview of the second stamily, | o loan represented by the above described note and this trust deed are: household or agricultural purposes (see Important Notice below), s.s.natural-parson) are-fer-business or commercial ammany of the second sec |
| This deed applies to, inures to the t | the second commercial purposes when the |
| masculino gender includes the feminine and the neutron IN WITNESS WHEREOF, said france | t and binds all parties hereto, their heirs, legatees, devisees, administrators, exec The term beneficiary shall mean the holder and owner, including pledgee, of t er, and the singular number includes the plural. |
| * IMPORTANT NOTICE: Delete, by lining and white | has hereunto set his hand the day and year first above written |
| beneficiary MUST comply with the Art and | Regulation Z. the THARON Marita Vadala) |
| the purchase of a dwelling, use Stevens-Hess Form No. 13 | Inst lien to finance see the second s |
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| STATE OF OREGON | Weak or Start and Much and Start |
| County of KLAMATH | STATE OF OREGON, County of |
| Personally appeared the above named | Personally appeared |
| | duly sworn, did say that the former is the |
| | Becretary of |
| ment into bot of | a corporation, and that the seal attized to the foregoing instrument is the corporate seal of said corporation and that the |
| ment in the new point and the foregoing instru- pointary act and deed. | sealed in behalf of said corporation and that the instrument was signed and and each of them acknowledged said instrument to be its voluntary act Before me: |
| SEAL P Wohn Papie Por Dregon | $ \begin{array}{cccccccccccccccccccccccccccccccccccc$ |
| P Workery Pablic For Oregon P My contribution expires: 5/16/87 | Notary Public for Oregon (OFFICIAL My commission expires: SEAL) |
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| The state of the second st | |
| aid trust doed or pursuant to statute, to cancel all | tre directed, on payment to you of any of an |
| state now held by you under the same. Mail reconvey, will | hout warranty, to the parties designated by the terms of said trust deed (which are delivered to you and designated by the terms of said trust des |
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| to control mis trust Dood OR THE NOTE which it secures. | Both must be delivered to the trustee for cancellation before reconveyance will be made. |
| TRUST DEED | e inde. |
| STEVENENER (FORM Ne. 841) | STATE OF OREGON, County of Klamath }ss. |
| ARON MEDERIA WORKER | I certify that the within instrument |
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| LICH MERETA HODGES | |
| Clubior inshordpic finites particles de la nue | ACE RESERVED in book/see/volume No. 185 |
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| CLOUDEL INSTOCUTE CONCEPTION OF A CONCEPTION O | or <u>November</u> , 19,85 ACE RESERVED in book/reel/volume No. <u>M85</u> or FOR page <u>18494</u> or as tee/file/instru- ment/microtilm/reception No. <u>55401</u> Record of Mortgages of said County. Witness my hand and and and |

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