It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it is so 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 as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by it lirst upon any reasonable costs and expenses and attorney's lees, applied by it lirst upon appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of the incurrence of the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may

the manner provided in ORS 86.735 to 86.795.

13. Alter the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. It the default consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would entire amount due had no default occurred. Any other default that is capable of not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

together with trustee's and attorney's records to the time and at the time and 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 place designated in the notice of sale or the time to which said sale may let 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 auction 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 implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustees attorney, (2) to the obligation secured by the trust deed, (3) to all persons thaving recorded liens subsequent to the interest of the trustee in the trust deed, as their interests may appear in the order of their princity and (4) the surplus, if any, to the grantor or to his successor in interest entitled in successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed herein or the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall he made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and

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 trustee hereunder 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 title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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

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),

for an organisation, or (even-it granter is a natural person) are for business or commercial purposes other than a

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 teminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the

* IMPORTANT NOTICE: Delete, by lining out, whichever wan not applicable; if warranty (a) is applicable and the benefit 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 as it and first lien.	Regulation 7, the making required ST lien to finance OHN WADE NELSON BY CORALE O. NELSON
with the Act is not required, disregard this notice.	ent. If compliance
use the form of acknowledgment opposite.)	
STATE OF OREGON, County of KLAMATH as.	STATE OF OREGON, County of
DECEMBER 19 , 19 85	Personally appeared an
Personally appeared the above named	who, each being tirt
CORALIE C. NELSON AND	duly sween did one About At- 1.
JOHN WADE NELSON BY CORALIE C.	president and that the latter is the
NELSON HIS ATTORNEY IN FACT	secretary of
ond acknowledged the foregoing instru- ment to be HER voluntary act and deed Before me: Ann. Louise Vorge OFFIC AL ANNE LOUISE SPROUL	a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed an sealed in behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary ac and deed. Before me:
NOVARYPHIEDLEGON PEGON	Notary Public for Oregon (OFFICIAL
My Odynosisuidission, lagrices: 8-21-89	My commission expires: SEAL)
The undersigned is the legal owner and holder of trust deed have been fully paid and satisfied. You herebaild trust deed or pursuant to statute to cancel all evi-	denly when ebligations have been paid. Trustee all indebtedness secured by the foregoing trust deed. All sums secured by said by are directed, on payment to you of any sums owing to you under the terms of idences of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed the
estate now held by you under the same. Mail reconveya	without wallanty, to the parties designated by the terms of a training and the terms of the term
DATED:, 19	
ASPER LITLE & ESCHOW, INC.	
This one to cytisco benthas been reques	
with the entry to realize straight a final	Beneficiary
De not less or destroy this Trost Dead OR THE HOTE WHICH IS	cures: Beth must be delivered to the trustee for cancellation before reconveyance will be made.
Ties instrument to being recorded a accommend in which must has not	¥ [*] ₹
TRUST DEED	
(FORM No. 881)	STATE OF OREGON, County ofKlamath

CORALIE C. NELSON AND JOHN WADE NELSON

Grantor

CERTIFIED MORTGAGE COMPANY Beneticiary

AFTER RECORDING RETURN TO

CERTIFIED MORTGAGE CO. 803 MAIN SUITE 103 KLYMATH FALLS, OR 97801-6048 SPACE RESERVED FOR

RECORDER'S USE

I certify that the within instrument was received for record on the ... 20thday of December, 19.85, at 3:06..... o'clock .P...M., and recorded in book/reel/volume No.M85...... on page 20.690 or as fee/file/instrument/microtilm/reception No. ...56566., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Fee \$9.00