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TRUST DIEED

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RUST DEED, made this y Dominguez		
Bruce Huffman		as Trustee and

Brandsness & Huffman, P.C.

as Beneficiary,

WITNESSETH:

Grantor irrevocubly grants, bargains, sell's and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

> Lots 15 and 16, Block 21, Industrial Addition to the City of Klamath Falls, and

> Lot 11, Block 55, Second Hot Springs Addition to the City of Klamath Falls.

together with all and singular the tenements, hereditarnents and appurtenances and all other rights thereunto belonging or in anywise Cornective or hereafter appertaining, and the tents, issues and profits thereof and all lixtures now or hereafter attached to or used in connection with said real estate.

FOR THE FURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

und One Thousand Eight Hundred Ninety-eight and 29/100ths (\$1,898.29)

mile of ever date between payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of ever date betweenth, parable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable. APTIL 1 1988.

The cate 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 alternated by the grantor a lithout first having obtained the written consent or approval of the beneficiary, of the sold of the instrument, irrespective of the maturity dates expressed therein, or brown, shall become immediately due and payable.

The same described mel property is not currently used for egricultural, timber or grazing purposes.

sold, course ed. assigned or alieranced by the granter aithout first fron, at the beneficiary's action, all obligations searned by this ins. Person, shall become immediately due and payable.

Do above destinhed mel property is not currently used for ogical to protect the security of this strust deed, a untor agrees.

I This sector, presses and maintain said property in sea condition, and types in a reserve or densitied have building or improved at the condition and types; may be reserve or densitied have building or improved at the condition, not be consisted person and pays when the all cost exacted there is field, analysis of densitied there is and pay when the all cost exacted there is and pay when the all cost exacted there is another as the all lasts exacted there is another set and property. If the beneficiary so consists of one is extracted such presents as some to desire the standard of the following consists and services and seasons as a standard of the following consists and seasons as a standard of the following consists and account of the following consists and all the cost of all landers be brighted to the standard of the following consists and account of the following consists and the cost of all landers be brighted to the branches and consists as the cost of all landers be brighted to the branches and consists as the cost of all landers be brighted to the branches and the cost of all landers and the standard of the standard and the desired and the standard of the standard and the standard and the standard of the standard and the standard and the standard of the standard and the standard of the standard and the st

trail, Ember or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any essentent or creating any restriction thereon; (c) join in any sub-viduation or other afreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The fractive in any reconveyance may be described as the "person or persons leadly entitled thereto," and the recitals there in of any matters or facts shall be a nchieve proof of the truthfulness thereol. Truster's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without refurd to the adequacy of any security to the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the trust, issues and profits, including those past due and unpaid, and apply the same, less casts and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficially may determine upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the order as the profits of the proceeds of the application or release thereod as aforesaid, shall not cure or waits any default or notice of default hereunder or invalidate any act done pussum to such notice.

which any default of release thereon as storesaid, shall not cure or with any default of the property of the such points of default hereunder or invalidate any act done pursuant to such point of any agreement hereunder, the hereliciary may declare all sums secured hereby immediately due and payable. In such an event the hereliciary at his election makingly due and payable, in such an event the hereliciary at his election makingly due and payable. In such an event the hereliciary at his election makingly due and payable in such and in equity as a mortgige or direct the approperty to desire the trustee shall execute and cause to be recorded his written notice of default his election to self the said described real property to satisfy the obligations election to self the said described real property to satisfy the obligation election there's whereupon the trustee shall his the time and place of sale, give notice there's as then required by law and proceed to foreclose this trust deed in the namer provided in ORS 86.735 to 86.795.

the namer provided in ORS 86.735 to 86.795.

13. After 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 islault or delauits. If the default consists of a failure to pay, when due, 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 not rlen 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 costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's less not exceeding the amounts provided by lim.

by lim.

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 jo irponed as provided by law. The frustee 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 lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the figure of the property of the property of the property of the sale.

the grantor and beneticiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sile to payment of (1) the expenses of sale, including, the compensation of the trustee and a reasonable charge by trustee's attentive, (2) to the obligation secured by the trust dead, (3) to all persons having recorded lens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus if any, to the granton or to his successor in interest entitled to such sturbin.

surpin 16. Beneficiary may from time to time appoint a successor or successor or successor any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conversance to the successor trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or countries in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

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

Santa the last beef flat a suder cost the route hereunder must be wither an attorney, who is an active member of the Oregon State Bar, a bank, trust company on the majorate last and a single insurance company authorized to insure title to real and the three of the santa at the title insurance company authorized to insure title to real and the three of the santa at the santa at the title to the analysis of the santa at Part of the control o

The granter correnants and agrees to airl with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described teal property and has a valid, unencumbered title thereto

and that he wall warrant and lorever defend the same against all persons whomsoever.

C. D. C. An African Sell of District Control and A. China Da and Selling Department for Management Assessment Assessment

411 Pine St.

Klamath Falls, OR

97601

Fee: \$9.00

The frantor warrants that the proceeds of the four represented by the above described note and this trust deed are:

(a) primarily for frantor's personal, family, Ausebold or agricultural purposes (see Important Notice below),

(E) MESHAWAMAN MESHAWAMAN SHOWER PRIMARY AND MESHAWAMAN WAX MESHAWAMAN AND MESHAWAMAN MESHA This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, perticular representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract sources bereby, whether or not named as a baneficiary herein. In construing this deed and whenever the context so requires, the masculins gender includes the femining and the reutes, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. **EMPCRIANT NOTICE: Delete, by fining out, whichever warranty (a) or (b) is set applicable; if warranty (a) is applicable and the beneficiary is a creditor as such werd is defined in the Truth-Indiand Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, it this instrument is to be a FIRST lien to finance the purchase of a dwelling; use Stevens-Ness Form No. 1005 on equivalent; this limit ument is NOT to be a first lien, or is not to firance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent; the Act is not required, disregard this notice. Bobbe Hay Homengue (if the digner of the above is a corporation, use the form of adminished ment appealing STATE OF OREGON. STATE OF OREGON, County of) ss., 19...... Countral Klamath , 1986 Personally appeared Marchwho, each being first Personally appeared the above named duly sworn, did say that the former is the Bobbi Gay Dominguez president and that the latter is the secretary of ... 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 behall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. and acknowledged the foregoing instruher voluntary act and deed. ment do be Before me. Before n.e. Scholan N. Cremon (OFFICIAL (OFFICIAL SEAL) Notary Fublic for Oregon Notarie l'ublic for Oregon My conunission explies: 10-31-37 My conunission expires: REQUEST FOR FULL RECONVEYANCE to be used only when obligations have been paid. , Trustee ro: 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 has by are directed, on payment to you of any sums owing to you under the terms of said from deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you becavifth together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate raw held by you under the same. Mail reconveyance and documents to DATED: Beneficiary Do not lote or destroy this Trust Good CR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON. TRUST DEED County of Klamath (FORM 14. 881) I certify that the within instrument STRVENS NESS LAW PUB. CO., PORTLAND ORE was received for record on the .11th day of March ,19 86, at 4:29 o'clock P. M., and recorded BOBBI GAY DOMINGUEZ in book/reel/volume No. M86 on SPACE RESERVED page 4101 or as fee/file/instru-ment/microfilm/reception No. 59118, FOR BRANDSNESS & HUFFMAN, PC RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk Brandsness & Huffman, PC

NAME

Cal Deputy