71049 TRUST DEED Vol: Page 1749 THIS TRUST DEED, made this first day of February Tawny R. Houser, 19...87..., between Mountain Title Company as Grantor, Martin Sloan Hall, as Trustee, and as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property WITNESSETH: The North one-half of the North one-half of the North one-half of the Northwest quarter of the Southeast quarter of Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, AND the Northwest onequarter of the Northeast one-quarter of the Southeast one-quarter of the Northeast one-quarter; the South one-half of the North one-half of the Southeast one-quarter of the Northeast one-quarter; the Northeast one-quarter of the North east quarter of eh Southeast one-quarter of the Northeast one-quarter, all in Section 5, Township 36 South, Range 11 East of the Willamette Meridian', in 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-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of LOUF RUNGTED_TITLY and RO/IUU______Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, it not sooner paid, to be due and payable <u>September 1</u> 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 thereot, 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, herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. unal, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in y subordination or other agreement allecting this deed or the lien or charge frantee (i) reconvey, without warranty, all or any part of the property. The franteeol; (d) reconvey, without warranty, all or any part of the property. The property conveyner may be described as the "person or persons be conclusive proof of the truthfulness thereol. Trustee's less for any of the structure, either in person, by adent or by a treever to be appendent of the property. The without non-any default by grantor hereunder, beneficiary may at any printed by a court, and without refard to the adequasy of any securits here the without notice, either in person, by adent or by a treever to be appendent by a court, and without refard to the adequasy of any securits here is stored, and thereby secured, enter upon and take possession of said property, the secure and prolits, including those past due and unpaid, and apply the same issues and prolits, including those past due and unpaid, and apply the same and prolits, including those past due and unpaid, and apply the same property, and the application or release thereol as alforesid, shall not cure or property, and the application or release thereol any indubted news any act down any addition of such rotics.
11. The entering upon and taking possession of said property, the former property, and the application or release thereol as aloresid, shall not cure or property, and the application may agreement hereunder, the beneficiary may act down in equivalence of low or notice of default hereunder to any indubted secured to be recoives this trust deed by area or in his performance of any agreement hereunder, the beneficiary may act down or notice of default hereunder to any indubted secured to be recoived in the proceed to down any industee the strustee shall not cure or invalidate any act down any agreement hereunder, the beneficiary may act down any agreement hereu To protect the security of this trust deed, grantor agricu. To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon: 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-tions and restrictions atleecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Unilorm Commer-roper public offices or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurance on the buildings 1. To comply with an intervention of the second property; if the beneficiary so requests, including the second proper public of all decina statements pursuant to the Uniform Commercian executing such linancing statements pursuant to the Uniform Commercian proper public of offices or disces, as well as the cost of all line searches made by thing officers or searching agencies as may be deemed desirable by the public or offices, as well as the cost of all line searches made by the searches marked and the said premises adapting time to time require in an amount not less than a thore officiary may from time to time require in companies acceptable to the beneficiary and the said premises adapting to the latter, all policies of insurance shall be delivered to the beneficiary as soon as insured. If the family of insurance now or hereafter placed on said buildings the beneficiary may procure can at frantor's expense. The amount of less than a thore of the last filter of adapting of the beneficiary at least litter and application or release shall be delivered to default hereunder or invalidate any part thereof, may be released to default hereunder or invalidate any at thereof, may be released to default hereunder or invalidate any and thereof, any period be or delinquent and policies to any deliver farge shares assessments and other charges that may be levied or any coller or said policies any and thereof, any period and there charges that may be levied or assessed upon any farget before any period farge, between the said premericiary as the released of the same farge above and there and the said premericiary as a solution and the pay all defaust the said premerity before any period any charge, assessments and there there any at the releases and the said premericiary with the above and the said premericiary with the above and any objection of any clease shall. the manner 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 delault or delaults. If the delault consists of a failure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the not then be due had no default occurred. Any other delault that is capable of being cured may be cured by tendering the performance required under the delaults, the person effecting the cure shall pay to the beficiary all costs together with trustees and attorney's less not exceeding the amounts dued together with trustees and attorney's less not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the data and the period. together with trustee's 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 in one parcel or provided by law. The trustee may sell said property either auction to the highest bidder for cash, payable at the time of sale. Trustee the property so sold, but without any covenant or warranty, express or im-ol the truthluness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee the grantor and beneliciary, 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, in-attorney, (2) to the obligation secured by the trust deal, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust surplus, if any, to the granter or to his successor in interest entitled to such such as the granter of the surplus to the granter of the surplus. pellate court shall adjudge reasonable as the beneliciary's or trustee's attor-ney's lees on such appeal. 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, if it so elects, to require that all or any portion of the monies payable as compensation lor 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 applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by be secured hereby; and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary; payment of its lees and presentation of this deed and the note for endorsement (in case of luit reconvergances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may surplus, it any, to the grantor or to his successor in interest entitled to successor surplus. Surplus, 16. Beneliciary may from time to time appoint a successor or success, sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred and substitution shall be made by written instrument executed by beneliciary, which, where it situared, shall be convinger pool 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.

FORM No. 881-Oregon Trust Deed Series-TRUST DEED.

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 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.

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fully seized in fee simple of said described rea	nd with the benefi Il property and ha	ciary and those claiming under him, that he is law- is a valid, unencumbered title thereto
and that he will marrant and farmer default		
and that he will warrant and forever defend t	the same against e	all persons whomsoever.
The drantor warrants that the proceeds of the last		
The grantor warrants that the proceeds of the load (a)* motorantly Morgers works pressure was how by the load (b) for an organization, or (even it grantor is a This deed applies to improve the form	natural person) are fo	or business or commercial purposes.
This deed applies to, inures to the benefit of and	d 11 - 1 - 11 - 1	commercial purposes.
the terminie and the neuter, and the sind	dula construing t	his deed and whenever the and the predgee, of the contract
* IMPORTANT NOTICE Data and a stanton	r has hereunto set	the plural. his hand the day and year first above written.
not applicable; if warranty (a) is applicable and the benefician	ity (a) or (b) is ry is a creditor	
disclosures; for this multiply with the Act and Regulation by mo	ulation Z, the iking required	x Loury R. Housel Tawny R. Houser
(If the signer of the stand	or equivalent.	Tawny R. Houser
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)		
STATE OF OREGON,	STATE OF OF	
County of Lane ss.	County of)) ss.
February 1, 1987, by	This instrument	t was acknowledged before me on
Grand R. Houser	as	,
ruse Kinnin I	, of	
(SEAL) Notary Public for Oregon	Notary Public for	- Oradaa
My commission expires: 6/26/90	My commission e	
REQU	IEST FOR FULL RECONVEYA	
To be used e TO:	only when obligations have	NCE been paid.
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The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuent to puts	indebtedness secured are directed, on paym	by the foregoing trust deed. All sums secured by said
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