70937	

BRYAN VANDERPOL & JULIANNE M. VANDERPOL, husband and wife

, as Trustee, and

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY WILLIAM VANDERPOL & JEANETTE VANDERPOL, not as tenants in common but with,

as Beneficiary,

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Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: 1: Block 10, ELDORADO ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath PARCEL 1: Lot 19, County, 20 regon!

Lot 20, Block 10, ELDORADO ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath

RE-RECORDED TO CORRECT BENEFICIARY

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, hereditaments and all fixtures now or hereafter attached to or used in connectance or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connectance with said real estate.

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

sum of FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY SEVEN & 13/100—

sum of (\$48,737.13)

note of even date berewith payable to be sticked. sum of (\$48,737.13)—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 hereof, if

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 theren; and remain to permit any waste of said property. To complete or property and the constructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; it the beneficiary so requests, to tions and restrictions affecting said property; it the beneficiary so request, to to in a condition of the said property and the security such financing statements pursuant to the United Same in the join in executing such financing statements pursuant to the United Same in the join of the said Code as the beneficiary may require and to pay for tiling same in the property public office or offices, as well as the cost of all lien searches made the property of the same in the s

3. To exercisions alticiting said amounts of the service of the se

(a) consent to the making of any map or plat of said property; (b) join in any casement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge of the control of the control

ney's fees upon any indebtedness secured hereby, and in such order as beneney's fees upon any indebtedness secured hereby, and in such order as beneney's fees upon any indebtedness secured hereby, and in such order as

collection of such rents, issues and profits, or the proceeds of fire and other
insurance policies or compensation or awards for any foresaid, shall not cure
insurance and the application or release thereof as a foresaid, shall not cure
waive any default or notice of default hereunder or invalidate any act done
pursuant to such notice.

In the property of the profits of the property of the property of the profits of the prof

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 default consists of a failure to pay, when due, 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 amont due at the time of the cure other than such portion as would not then be due had no default courred. Any other default that is capable the prior of the cured may be cured by tendering the performance required under the being cured may be cured by tendering the performance required under the obligation of trust deed. In any case, in addition to curing the default of elaults, the person effecting the cured had pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust dead and expenses actually incurred in enforcing the obligation of the trust dead and expenses actually incurred in enforcing the configuration of the trust destance with trustee's and attorney's fees not exceeding the amounts provided by law.

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 place designated in the notice of sale or the time to which said sale may be postponed or in separate parcels and shall sell the parcel or parcels in one parcel or the highest bidder for cash, in form as required by law conveying suction to the highest bidder for cash, in form as required by law conveying shall deliver to the purchaser its deed in form as required by express or inshall deliver to the purchaser its deed only matters of lact shall be conclusive properly so sold, but without any overant or warranty, express or input to the recitate in the deed of any matters of lact shall be conclusive properly of the truthiulness thereof. Any person, excluding the trustee, but including the frantor and beneticiary, may purchase at the sale.

the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, in shall apply the proceeds of sale to payment of (1) the expenses of sale sluding the compensation of the trustee and a reasonable charge by trusted and trustee and a reasonable charge by trusted the compensation of the trustee and a reasonable charge by the attorney (2) to the obligation secured by the trusteed, (3) to all the having recorded liens subsequent to the interest of their priority and (4) having their interest may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to surplus.

16. Beneficiary may from the grantor or the successor in the surplus.

surplus, it any, to the grantor or to his successor in interest entitied to such surplus.

16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein and the surplus of the successor trustee, the later shall be vested without conveyance to the successor trustee, the later shall be vested with all title, powers and duries conferred upon any future shall be made or appointed hereunder. Each such appointment and substitution and the mand or appointment executed by beneficiarly upon any future shall be made by written instrument executed by beneficiarly 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 execute acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of perchap sale under any other trust or of any action or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor, beneficiary or shall be a party unless such action or proceeding is brought by trustee.

nder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust inder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust interest inder the lows of Oregon or the United States, a title insurance company authorized to insure title under the lows of Oregon or the United States or any agency thereof, or an escrew agent licensed under ORS 696.505 to branches, the United States or any agency thereof, or an escrew agent licensed under ORS 696.505 to NOTE: The Trust Deed Act provides that the trustee hereun or savings and loan association authorized to do business property of this state, its subsidiaries, affiliates, agents or

property of this state, its particularity, instruction against the				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
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The grantor warrants that the proceeds of the (a)* primarily tor grantor's personal, family (b) for an ordenization or form it for an ordenization or form it.	e loan represented by or household purpose	y the above descri	bed note and this trust	deed are:
	15 a maiurar persony	are tor business o	or commercial purposes.	
This deed applies to, inures to the benefit of personal representatives, successors and assigns. The secured hereby, whether or not named as a benefici	American Company of the Company of t	4.4.1	eirs, legatees, devisees. Ier and owner, includin	administrators, executors & pleddee, of the contrac
gender includes the teminine and the neuter, and the	e singular number inc	ludes the plural.	whethever the context	so requires, the masculine
IN WITNESS WHEREOF, said gre	antor has hereunto	o set his hand t	he day and year firs	t above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever w not applicable; if warranty (a) is applicable and the beni		<u> </u>		
beneficiary MUST comply with the Act and Regulation I	d Regulation Z, the by making required	Bryan Vand	erpol	
to the second of the second se	notice.	Living and	no DOV	
(If the signer of the above is a corporation, use the farm of acknowledgement opposite.)	The Authority graph of the Property of the State of the S	Julianne M	. Vanderpol	nourco
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ATE OF OREGON.	Section. Both must be d	elivered to the trustee	for cancellation before recon	vayance will be made.
County of Klamath Ss.				
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