made this ... 10th day of ...

71357 THIS TRUST DEED, VIVIAN L. OLIVER as Beneficiary,

LGG: STRUST DEED

Page

as Grantor, KLAMATH COUNTY TITLE COMPANY LOLAN MC KINNEY and ETHEL MC KINNEY, Husband and wife, with full rights of survivorship Brookers and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 12, Block 5, Tract 1039, Yonna Woods, Unit #2, according to the official plat thereof on file in the office of the County Clerk Eklamath County, Oregon.

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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 connection with said real estate.

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

sum of NINE THOUSAND AND NO/100s-----

note of even date herewith, payable 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 at maturity.

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, 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 greently until the content of the maturity dates.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition, and repair; protect, preserve and maintain said property in good condition, and repair; protect preserve and provided on improvement thereon; not to commit or permit see or demoish any building or improvement whereon; 2. To complete or restore property.

2. To complete or restore property in good and workmanlike manner any building or improvement which may be constructed, damaged of destroyed thereon, and pay when due all costs incurred therefore.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Unitorn Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the bay lire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$1.118 UL DO TO \$2.118

in acceuting such imsertion and property pursues after the control of the common cial Code as the beneficiary may require and to pay in the proper public office or offices, as well as the cost of all lien searcher made by liling officers or searching agancies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by tire and such other hazards as the beneficiary to time require, in an assessment of the provided and such other hazards as the beneficiary with the companies acceptable to the beneficiary with the provided and continuously maintain insurance on the buildings policies of insurance shall be delivered to the beneficiary as soon rater, all it the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least litteen days prior to the expiration of any policy of murance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any lire or other insurance policy may be applied by beneficiary with the property of the property of the property of the same at grantor's expense. The amount collected under any lire or other insurance policy may be applied by beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part of such property of the release of grantor, such application or release shall any part of such property be released to grantor, such application or release shall any part of such taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or charges become past due or delinquent and promptly deliver recupits therefor to beneficiary; should the grantor, beneficiary may at its option, make such payment, beneficiary may at its option, and the applied by grantor, either the stat

(a) consent to the making of any map or plat of said property; (b) join in stranting any easement or creating any restriction thereon; (c) join in any subordination or other afterenent allecting this deed or the limit or charge subordination or other afterenent allecting this deed or the limit or charge thereof; (d) reconvey, without warranty, all or any part of the property. The strange in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness thereof, the strange 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 seen or by a courty for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect said property or any part thereof, in two on name sue or otherwise collect rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of tire and of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or solice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by farantor in payment of any indebtedness secured hereby in his performance of any agreement hereunder, the beneficiary may deven in his performance of any agreement hereunder, the benefici

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 defaults. If the default consists of a faiture to pay, when due, sums secured by the trust deed, the default may be sured paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that in capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to be made the default 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.

by law.

14. Otherwise, the sale shall be held on the date and at the time place designated in the notice of sale or the time to which said sale be postponed as provided by law. The trustee may sell said property ein one parcel or in separate parcels and shall sell the parcel or parcel auction to the highest bidder for cash, payable at the time of sale. Tru shall deliver to the purchaser its deed in form as required by law conve the property so sold, but without any covenant or warranty, express or plied. The recitals in the deed of any matters of fact shall be conclusive p of the truthiulness thereof. Any person, excluding the trustee, but include the grantor and beneficiary, may purchase at the sale.

15. When trustee sells augustant to the course, provided begin to.

the grantor and beneticary, may purchase at the saie.

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 trustee's attorney, (2) the boligation secured by the trust deed, (3) to all persons having recorded the obligation secured by the trust deed, (3) to all persons having recorded at their interest may appear in the order of their preceive and (4) the surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

surplus, it arry, to the grants of the surplus as surplus.

16. Beneliciary may from time to time appoint a successor or successor any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to 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 upon any trustee herein named or appointed hereunder. Each such appointment by whitten instrument executed by brieficiary, which, then recorded in the mortisage records of the country 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 acknowledged is made a public record as provided by law. Trustee is not obligated to motify 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 lows 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.

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