AKA: 5161 COTTAGE AVENUE

KLAMATH FALLS, OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with said 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 SECURNG PERFORMANCE of each agreement of grantor contained and payment of the sum of FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS.

Sum of FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS.

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 hereot, if not sooner paid, to be due and payable may UL 1933.

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, enveyed, 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 the and causable and interest hereof, if not sooner paid, to be due and payable May

immediately duo and payable.

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

mediately due and payable.

The above described real preperty is not currently used for agricultural,

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

1. To protect preserve and maintain raid property in good condition and real property.

2. To complete or festore promptly and in good and workmanike manner or permit may waste of said property.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the executing such financing statements pursuant to the Uniform Commercial Code as the executing such financing statements pursuant to the Uniform Commercial Code as the executing such financing statements pursuant to the Uniform Commercial Code as the executing such financing statements pursuant to the Uniform Commercial Code as the execution may require and to pay for staches under the Uniform Commercial Code as the execution may require and to the said premises against loss or damage by fire and such interest makes a such properties and the such pays and the said positions of the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or assessment to be provide and continuously maintain insurance on the buildings now or itself the such pays and the said positions of the said positions of the said positions to the said positions of the said positions of the said positions to the said positions of the said positions to the said positions to the beneficiary with loss payable to the tester; as positions of faurance and to provide the pays said to provide the said positions to the said positions the said positions to rel

connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7 to appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any surit, action or proceeding in which the beneficiary or trustee may appear, including any surit or trustee in which the proceeding in which the beneficiary or trustee's attorney's fees; the amount of attorney's fees on such appeal and proceeding or trustee's attorney's fees; the second and in the extent of an appeal from any judgment or decree of the trial court, granter further expens to pay such sum as the appealate court shall adjudge reasonable as the special or pay such summary or trustee's attorney's fees on such appeal.

It is mutually agreed that:

6. In the event that any portion or all of said property shall have the right, it is not elect, to require that all or any portion of the monies payable as compensation for expenses and extorney's fees necessarily paid or incurred by grantor in such expenses and extorney's fees necessarily paid or incurred by grantor in such appeals and extorney's fees and present such appeals and extorney's fees, both in the trial and appeals courts and expenses and attorney's fees, both in the trial and appeals courts appeals to take such actions and executed hareby; and grantor agrees, at its own appeals to take such actions and executed hareby; and grantor agrees, at its own appeals to take such actions and executed hareby; and grantor agrees, at its own appeals to take such actions and executed hareby; and grantor agrees, at its own appeals to take such actions and executed hareby; and grantor agrees, at its own appeals to take such actions and execute such instruments as shall be necessarily appeared to the such and for the indebtedness, trustee may le) consent to the making of any parant for the payment of the

any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this great of the join or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "parson or persons legally estitled thereto," and the recitate therein of any matters or facts that is according to the carcillation of the truthfulses; therein of any matters or facts that is according to the property of the terricos mentioned in this paragraph shall not be less than 85.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either upon and sequency of any security for the indebtedness court, and without regard to the adequacy of any security for the indebtedness thereby secured, ealer upon and take possession or said property or any part thereof, in its own same sue or otherwise collect the rent, issues and profix; including reasonable attorneys; fees upon any indebtedness secured hereby, and has such order as beneficiary may determine, and indebtedness secured hereby, and has such order as beneficiary may determine, the collection of such property, the collection of such property, the collection of such property, the property, and the application or release thereof as aforesaid, shall not cure or pursuant to such notice of default hereunder or invalidate any act done pursuant to such notice.

11. The entering upon and taking possession of said property, the collection of such reats, issues and profits, or the proceeds of five and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforeasid, that not cure or water any default or notice of default hersunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable is such an event the beneficiary at his section may proceed to forectose this trust deed in equity as a beneficiary at his section may proceed to forectose this trust deed by advertisement and mortgage or direct the trustee to forectose this trust deed by advertisement and the recorded his written notice of default and his efection to sell the said the recorded his written notice of default and his efection to sell the said trustee shall fix the time and place of sale, give notice thereof as then required trustee shall fix the time and place of sale, give notice thereof as then required trustee shall fix the time and place of sale, give notice thereof as then required trustee shall fix the time and place of sale, give notice thereof as then required trustee that any there is not the sale, and at any time prior to 5 days before the date the trustee of an other person so privileged by IGRS 66,753, may cure the default or default; it the default consists of a failure to pay, when due, sum secured by the trust deed, the default one sured by paying the estries mount secured by the trust deed, the default of a failure to pay, when due, sum secured by the trust deed, the default that is capable of being cured may demand the person score required under the obligation or trust deed, in cure shall pay to the beneficiary all costs and expenses actua

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 that a purchase of sale to payment of 13 the expenses of sale, including the compensation of the trustee and a reasonable charge by the trustee's attorney, it is not pursuant to the interest of the trustee in the trust deed at their interest leaves and a payment of the priority and (a) to all persons having recorded the subsequent to the interest of the trustee in the trust deed as their interest may appear in the order of their priority and (a) the suplous, if any, to the grantor to any successor is leavest entitled to such surplus.

16. Sensiciary may from time to time appoint a successor successor such appointment, and without conveyance to the successor trustee appointed hereander. Upon successor trustee, appointed hereander, upon any trustee appointed with all title, powers and duties conferred upon any trustee hereander appointed with all title, powers and duties conferred upon any trustee hereander upon appointed hereander. Each such appointment and substitution shall be wated with all title, powers and duties conferred upon any trustee hereander upon appointed hereander. Each such appointment and substitution shall be made by writtee interests of the county of counties in which the property is shaded, shall be conclusive proof of proper appointment and which the property is abused, shall be conclusive proof of proper appointment and which the property is shaded, shall not only appoint and appoint appoint and appoint ap

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Dregon State Sir, a bank, trust company or savings and toan association authorized to do business under the laws or Dregon or the United States, a title insurance company authorized to do business under the laws or Dregon or the United States, a title insurance company authorized to do business under the laws or Dregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.505.

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, unemcumbered title thereto except for a first mortgage to 1ST INTERSTATE in the amount of the present balance.

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, family, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 feminine and the neuter, and the singular number includes the plural.

			11
IN WITNESS WHEREOF, said grantor has hereunto	set his hand the day and ye	ar first above written.	
SPURTANT MOTICE: Delete, by lining out, whichever warranty (a) t applicable; if warranty (a) is applicable and the beneficiary is		~ 1). Me∂πως/ M. D. MCDOWELL	
such word is defined in the Trum-in-Lenning Act and Regulation by making	a required	M D. MCDONLLL	
informers; for this purpose, if this instrument is to be a rive	1205 or		
perchase of a dwelling use Stevens-Ness Form No. 1308, or any		***************************************	
epilance with the Act is not required, disregard this notice.			1
the signer of the above is a corporation. a the form of accountedgement opposite)		1.4 - //	#
TATE OF OREGON.	STATE OF OREGON, County of	(Clayeth)s	s.
County of			
	Personally appeared	who, each	and
Personally appeared the above named	duly sworn, did say that the fo		
ILLIAM D. MODOWELL	•	the	
	secretary of		
		eal affixed to the foregoing instr	rument is the
and acknowledged the foregoing instru-			
ment to be Syntary act and deed	each of their acknowledged S	d instrument to be its country as	t and deed.
Before he:	Before me:	Men Tudas	
JOHN F. OBEDOWSKI	JOHN	F. OBEDOWSKI	
NAMES AND PROPERTY OF THE PROP	Notary Public for Oregon My Commission I	PUBLIC-OKEGON	(OFFICIAL SEAL)
My Commission Expires xpires 1-6-91	My commission expires:	expires	
The undersigned is the legal owner and holder of all i	indebtedness secured by the for	egoing trust deed. All sum's secure	nd by said trust
deed have been fully paid and satisfied. You hereby are direct	cted, on payment to you or any	eed (which are delivered to you he	rewith together
	ed, on payment to you or any edness secured by said trust d parties designated by the term	eed (which are delivered to you he	rewith together
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