io, 88) - Oregon Trust Deed Series TRUST DEED,		Vol. AXI Pa	7510
74136	TRUST DEED	Don	10 07
THIS TRUST DEED, made	this	i hpit ///w	1987., between
		rife roman since	as Trustee, and
ROGER E. DAVIS & RYAN rantor, MOUNTAIN TITLE	COMPANY OF KLAMATH C	QUNTY.	
FOREST PRODUCTS FEDERA	L CREDIT UNION	<u> </u>	,
oneficiery	1	the everywhile CON of a	or of sple the property
Grantor irrevocably grants, b	argains, sells and conveys	to trustee in trust, with pow	er or sure, the property
Klamath Co	unty, Oregon, described a	e de deservat de la companya de la c	and the second s
ODE DESCRIPTION	SHEET ATTACHED HERET	O AND MADE ACPART HERE	OF .
TRUST DEED	t - 1		
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		we will be	
			belonding of in anywise
ether with all and singular the tenem y or herealter appertaining, and the re	ents, hereditaments and appurt ents, issues and profits thereof	tenances and all other rights there and all fixtures now or hereafter a	ttached to or used in connec-
y or herealter appellanting, and	monagance of	each agreement of grantor herein	contained and payment of the
TOTAL MILOTICAND WICH'S	. HIMINGTO WITH THE T 12 14 T.	<i></i>	4 4- 4b- forms of a promissory
(\$40,890.33) te of even date herewith, payable to b	eneticiary or order and made b	by grantor, the final payment of p	Simple and the said note
t sooner paid, to be due and payable The date of maturity of the debt	secured by this instrument is the	he date, stated above, on which the	st therein is sold, agreed to be
comes due and payable. In the decision	by the grantor without first he	ment irrespective of the maturit	y dates expressed therein, or
en, at the beneficiary's option, all oblerein, shall become immediately due an The above described real property is	ed payable.  s not currently used for agricultura	al, timber or grazing purposes.	(b) ioin in
To protect the security of this tr	ust deed, grantor agrees:	a) content any	restriction thereon; (c) join in any ne this deed or the lien or charge all or any part of the property. The
of repair; not to remove of united property to commit or permit any waste of said property of the committee or restore promptly	erty. and in good and workmanlike	rantee in any reconveyance may be constally entitled thereto," and the recitals	escribed as the person of person therein of any matters or facts shall become Trustee's fees for any of the
stroyed the sale with all laws, ordinance	s, regulations, covenants, condi-	to then any delault by granto	hereunder, beneficiary findy at the
ons and restriction such financing statements public in executing such financing statements public and require and	d to pay for filing same in the	pointed by a court, and secured, enter u	on and take possession of said pro-
roper public office or offices, as well as the y filing officers or searching agencies as m	ay be deemed desirable by the	the indebtedness lietury of in its own na- erty or any part thereol, in its own na- issues and prolits, including those past of less costs and expenses of operation and ney's lees upon any indebtedness secure- ney's lees upon any indebtedness secure-	lue and unpaid, and apply the same collection, including reasonable atto if hereby, and in such order as ben-
y illing officers of energiages of the said premise of the said such other hazards as the beneficiary many such other than \$ \text{said} \	s against loss or damage by tire	ficiary may determine.	ing possession of said property, the
ompanies acceptable to the beneficiary, wit	the beneficiary as soon as insured;	collection of such rents, issues and prolinsurance policies or compensation or an property, and the application or release waive any default or notice of default	ards for any taking or damage of the thereof as aforesaid, shall not cure to hereunder or invalidate any act do
companies acceptance shall be delivered to the oblicies of insurance shall for any reason to provide the grantor shall fail for any reason to provide the grantor shall fail for any reason to the beneficiary at least continuous and provides of the state	bears and an arriver	pursuant to such notice.	payment of any indebtedness secur-
i the grantor shall fall to the beneficiary at least deliver said policies to the beneficiary at least tion of any policy of insurance now or he the beneficiary may procure the same at collected under any line or other insurance; collected under any line or other insurance is collected under any line or other hereby ciary upon any indebtedness secured hereby	policy may be applied by benefi- and in such order as beneficiary	declare all sums secured hereby in me	ay proceed to loreclose this trust deed
may determine, or may be released to grantor any part thereof, may be released to grantor of details or notice of details or notice of details or notice.	elault hereunder or invalidate any	in equity as a mortgage of the latter en	ent the beneficiary or the trustee sh
act done pursuant to sid oremises free from	construction trens and to pay	hereby whereupon the trustee shall lix thereof as then required by law and	the time and place of sale, give not proceed to foreclose this trust deed 84.795
		the manner provided in ORS 60.755 to	
		13. After the trustee has comm	pelore the date the trustee conducts
against sain propositions and delinquent and charges become past due or delinquent and to beneliciary; should the grantor lail to ments, insurance premiums, liers or other ments, insurance premiums, liers or other the delicities of the delicities	promptly deliver the sake payment of any taxes, assess- charges payable by grantor, either iciary with funds with which to its option, make payment thereof,	13. After the trustee has comm sale, and at any time prior to 5 days sale, the grantor or any other person s the default or defaults. If the default the default or defaults is the default or default suppose secured by the trust deed, the	before the date the trustee conducts of privileged by ORS 86.753, may consists of a failure to pay, when default may be cured by paying the conduction as well as the provious as the
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against successes and due or delinquent and coherges become past due or delinquent and to beneficiary: should the grantor lail to ments, at you have a payment or by providing beneficiary may at it and the amount so paid, with interest at the arount so paid, with interest at the arount so paid, with interest at the redby, together with the obligations described and the amount so paid, with interest at the redby, together with the obligations described trust deed, without waiver of any rights arovenants hereot and for such payments, and the same extent that they are bound for the described, and all such payment and the described, and all such payment in trust deed out notice, and the nonpayment hereof she render all sums secured to the trust deed.  6. To pay all costs, lees and exper of title search as well as the other costs a in connection with rin enforcing this objects actually incurred in and detend any affect the security rights or powers of ben action or occeeding in which the beneficial or or occeeding in which the beneficial court of the foreclosure of this deed, cluding evidence of title and the beneficial fixed by the trial court and in the event decree of the trial court, grantor further pellate court shall adjudge reasonable as ney's lees on such appeal.  8. In the event that amy portion or right, if it is mutually agreed that:  1. In the event that amy portion or accommensation for such taking, which as compensation for such	promptly detry taxes, assessake payment of any taxes, assesshar ges payable by grantor, either icitary with lunds with which to its option make payment thereoi, its option make payment thereoi, and the second payment the second payment of the debt secured by this arising from breach of any of the with interest as aloresaid, the proper grantor, shall be bound to the payment of the obligation herein immediately due and payable with-all, at the option of the beneficiary immediately due and payable with all, at the option of the beneficiary immediately due and payable and insess of this trust including the cost of the second of	13. After the trustee has commanded at any time prior to 5 days sale, the grantor or any other person sale, the grantor or any other person sale, the grantor or any other person the default or delaults. It the default sums secured by the trust deed, the not then be due had no default occurring cured may. So cured to tender obligation or trust deed, any cast defaults, the person effecting the cur and expenses actually incurred in entogether with trustees and attorney's by law.  14. Otherwise, the sale shall place designated in the notice of an he postponed as provided by law. The postponed is the property so sold, but without at piled. The recitals in the deed of any of the frusthulness thereof. Any per the grantor and beneficiary, may put the grantor and beneficiary, may put 15. When trustee sells pursua thall apply the proceeds of sale to cluding the compensation of the trusthulness thereof. Any per the grantor and beneficiary may provide attorney. (2) to the obligation secun having recorded liens subsequent to surplus, il any, to the grantor or to surplus.  15. When trustee sells pursue the dead of the successor trustee.  16. Beneliciary may Irom ti survey.	in the date the trustee conductary of privileged by QRS 86.753, may be privileged by QRS 86.753, may be consists of a failure to pay, when default may be cured by paying cure other than such portion as wo del. Any other default that is capable in addition to curing the default as shall pay to the beneliciary all origing the obligation of the trust dees not exceeding the amounts provide held on the date and at the time or the time to which said sale or the time to which said sale he trustee may the parcel or parcel h, payable at the parcel or parcel h, payable at the parcel or parcel h, payable at the time of sale. The payable are the time of sale round and shall sell the parcel or parcel h, payable at the time of sale round that the time of sale round the payable as required by law conver mosters of lact shall be conclusive; on, excluding the trustee, but includents at the sale.  Into the powers provided herein, to the powers provided herein, to the other trust deed, (3) to all per the interest of the trustee in the at the order of their priority and (4) his successor in interest entitled to the to time appoint a successor or sat to any successor trustee appointed of without conveyance to the succitif all title, powers and duties conjointed hereunder. Each such appoint instrument executed by benefit and the deed, duly executed as provided by law. Trustee appointed of the county or county as the sale was aprovided by law. Trustee and sale was a provided by law. Trustee and sale was a provided by law. Trustee and sale was a provided by law.
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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, unencumbered title thereto EXCEPT prior Mortgage in favor of Department of Veterans! Affairs. Any delinquency on the prior Mortgage shall constitute a delinquency of the Trust Deed herein. and that he will warrant and forever defend the same against all persons whomsoever. the abstract open controlled a controlled and a second controlled a controlled a control of the 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, whother 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. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and great first above written. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclesures; for this purpose use Stavens-Ness Form No. 1319, or equivalent, if compliance with the Act is not required, disregard this notice. Roger E Davis Ryan Davis (if the signer of the above is a corporation, see the form of admowledgement opposite.) STATE OF OREGON. STATE OF OREGON County of Klamath County of ..... S/4 190 / by

Roger E. Davis & Ryan Davis HATO Ume Out person
Notary Public for Oregon ... ويورد المدين Notary Public for Oregon My commission expires: 8/16/88 (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE. TO: ..... Trustee 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 hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to ingular the summand has climated and againsonanting and in-infinite, and the rance, housed had profits increof and all fixtures of the ... destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. ATTACHED MERETO AND P County of ..... I certify that the within instrument was received for record on the ..... ...day Roger E. & Ryan Davis Orogen, described as: ... 19... Grantor nestocably geones, burg inc. sells and conveys to tension ..... o'clock .....M., and recorded at ... SPACE RESERVED in book/reel/volume No. ..... on Grantor ..... or as fee/file/instru-Forest Products Federal page ..... BEDLE CHECORDER'S USE ment/microfilm/reception No...... Credit Union Boneficiary \ Record of Mortgages of said County. HEVER OF KITTHVEFT COMPAN Witness my hand and seal of AB, husarana bed wifto. AFTER RECORDING RETURN TO County affixed. MOUNTAIN TITLE COMPANY CARD day of

TRUST DEED

74136

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NAME

Вy

TITLE

Deputy

## DESCRIPTION SHEET

A portion of Lot 7 in Block 14 of HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning on the North line of Canby Street at the Southeast corner of said Lot 7; thence North on the East line of said Lot 7, a distance of 150 feet; thence West and parallel with Canby Street, a distance of feet; thence South and parallel with the East line of said Lot 7, a distance of 50 feet; thence West and parallel with Canby Street a distance of 40 feet to the West line of said Lot 7; thence South along the West line of said Lot 7, a distance of 100 feet to Canby Street; feet to the place of beginning.

STATE OF OPECON	
STATE OF OREGON: COUNTY OF KLAMATH:	-
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