ORM No. 201-Presid Trest Deed Series-TRUST DEED	ATC #M31024.			UE, CO., PORTLAND, OR. 97204	££5-11.
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THIS TRUST DEED, made this (ARK W. BENGE and DELORES	21st day of	May d and wife		., 19, Detween	•
TITLE & ESCR	Ow, Inc., bush	and and W1	ation fe with	as Trustee, and ull rights	d  ,
as Grantor, ASPEN 1 HARVEL D. SMITH and PHYLLI Of survivorship	S D. D.	01997 2017 - 2 2019 -		t colo the properi	ty
as Beneficiary.	ine sells and conveys to	trustee in trust	, with power	of sale, the property	
Grantor irrevocably grants, Darga in <u>Klamath</u> County Lot 6, Block 6, KLAMATH R	IVER ACRES, in t	he County	of Klama		
Oregon.		Sector Sector	1월 19일 (전환)라 1911년 - 전리우리 1911년 - 전리우리		
2. 2.4 - K.M.		n An an	1997年1月1日(1997年1月) 1997年1日 - 1997年1月1日 1997年1日 - 1997年1月1日	enter transfer	
			, san j <sup>an</sup>		wwise
together with all and singular the remements now or hereafter appertaining, and the rents, with soid real estate	hereditaments and appurter issues and profits thereof ar	ances and all othe d all fixtures now	r rights thereur or hereafter atta	to belonging of in and ched to or used in con- stained and payment o	nnec- of the
tion with said real estate. FOR THE PURPOSE OF SECURI TWENTY THOUSAND AN	NG PERFORMANCE of Car ND NO/100	rs, with interest the	ereon according	to the terms of a prom cipal and interest here	nissory eof, if
note of even date herewith, payable to bene	June 26	dr stated above	, on which the	therein is solu, up.	1 - Carnes
becomes the anti-stated or alienated by 1 sold, conveyed, assigned or alienated by 1 then, at the beneficiary's option, all obligat herain, shall become immediately due and p herain, shall become immediately due to be	tions secured by this instrume wayable. It currently used for agricultural,	timber or grazing p	urposes.	plat of said property; (b)	join in in any
To protect the security of this trans and 1. To protect, preserve and maintains and 1. To protect, preserve and maintain any bailed	property in good condition but ing or improvement thereon; the in good and workmanlike lef	pordination of office reof; (d) reconvey, w intee in any reconvey fally entitled thereto; ally entitled thereto;	ithout warranty, all ance may be des and the recitals the he truthfulness the	for any part of the proper cribed as the "person or erein of any matters or fa reof. Trustee's fees for an mot less than \$5.	persons acts shall by of the
mannes any courses, and pay a ben due at commence, t destroyed churcos, and pay with all laws, ordenances, t 3. To comply with all laws, ordenances, it inner and restrictions attenting such property; it it inner and restrictions attenting such property.	red theretor. Set regulations, covenants, condi- be beneticiary so requests, to be bothe Uniform Commer- tion and to the Uniform find the pro- new for faling same in the pro- new for faling same in the pro-	10. Upon any di me without notice, eit binted by a court, and is indebtedness hereby	tault by grantor her in person, by without regard to secured, enter upo f, in its own name	agent or by a receiver of the adequacy of any sec n and take possession of s sue or otherwise collect and unnaid, and apply	curity lo said prof the rent the sam
cial City outpile affice or affices, as when a proper public afficers or searching afficers as may by filing afficers or searching agencies as may beneficiary. 5. To provide and continuously maintain 5. To provide and on the said premises a	be deemed desiration of its a insurance on the buildings le gainst loss or damage by tire in troop time to time require, in li- troop time to the top its libert	sues costs and expenses ey's fees upon any inc ciary may determine. 11. The entermine	of operation and lebtedness secured g upon and takin issues and prolit	hereby, and in such order g possession of said proj s, or the proceeds of fire the for any taking or dam	perty, th and oth age of t
and main main ions than I L L L L with companies acceptable as the beneficiary with companies acceptable as the beneficiary with colicies of insurance while be derivered its the b	loss payable to on as insured; beneficiary as soon as insured; are any such insurance and to the days prior to the expira-	ollection of sites or co insurance policies or co property, and the appl waive any default or pursuant to such notice	mpensation of awa ication or release t notice of default f ult by grantor in	hereof as aloresaid, shall n ereunder or invalidate any payment of any indebtedne ment hereunder, the bene	y act do
deliver taky policy of insurance must at p the beneficiary may procure the same at p intent insure any fire or other insurance poli- milantal insule any hardman secure bereby an	antor's expense, any may be applied by benefi- acy may be applied by beneficiary and in such order as beneficiary and in such order as beneficiary and in such order as beneficiary	hereby or in his period declare all sums secu- event the beneficiary in equity as a mortga	red hereby immed at his election ma- age or direct the t In the latter even	proceed to foreclose this rustee to foreclose this true nt the beneliciary or the t	trust d ist deed trustee sl his elect
any pair in an any default or make note them for market to make motion, set there parenable to make motion. St To know back thermouse there that takes, assessments and other charges that may have assessments and other any part of mot	instruction liens and to pay all be levied or assessed upon or b tases, assessments and other instruction deliver receipts therefor	to sell the said des hereby whereupon th thereof as then requi the manner provided	cribed real proper e trustee shall fix red by law and F in ORS 86.735 to trustee has comm	the time and place of sale, roceed to foreclose this tr 36,795, enced foreclosure by advert	ust deed
charges become past due or description to mak the huneficierry should the genetor tail to mak the huneficierry should the genetor tail to mak meeting, insurance premisers, loss or other chu meeting, insurance premisers, loss of other the hun direct payment or by providing benefici	<ul> <li>payment of any grantor, either arges payable by grantor, either arge with funda with which to option, make payment thereol, option, in the note secured borth in the note secured</li> </ul>	sale, and at any time sale, the grantor or default the default or default sums secured by the	ts. If the default ts. If the default trust deed, the t the time of the	onsists of a failure to pay consists of a failure to pay default may be cured by cure other than such porti cure other than such porti	, when paying ion as w is capab
hereity. Digether with the obligant become a trust dend, shall be abded to and become a trust dend, without waver of any rights are trust dend, without waver of any wrights are overant bereat and her such payments, will overant bereat and her such payments as the	part of the tech of any of the sink from breach of any of the hinterest as aloressid, the prop- frantor, shall be bound to the frantor, shall be obligation herein	being cured may be obligation or trust defaults, the person and expenses actual	cured by tenderin deed. In any case effecting the cure ly incurred in ent e's and attorney's i	in addition to curing the shall pay to the benelici precing the obligation of the ees not exceeding the amo	iary all he trust unts pro
described, and there they are bounded be in described, and all such payment shall be in described, and the notepayment thereof shall out nutice, and the notepayment thereof shall out nutice, and the notepay this trust deed.	and the option of the beneficiary. At the option of the beneficiary, immediately due and payable and option of this trust including the cost	place designated in	the notice of sale ovided by law. T	e or the time to which s he trustee may sell said p to bell sell the parcel	or parc
al title watch with as as enhancing the in consistion with as an enhancing the incomparison of the second start a two actually incurrent as and defend arry a two actually incurrent	ction or proceeding purporting to the proceeding purporting to the proceeding of the proceeding the proceeding the proceeding of the proceeding the proceeding to the proceeding the proceeding of the proceeding to the proceeding to the proceeding of the proceeding to the proceeding to the the proceeding of the proceeding to the proceed	shall deliver to the the property so so plied. The recitals of the truthfulness of the truthfulness	id, but without an in the deed of any thereol. Any per	y covenant or warranty, matters of fact shall be co ion, excluding the trustee, chase at the sale.	but inc
actual and has the hareclosure of the bourfactor any suit has the hareclosure the bourfactor chains evidence of the and the bourfactor	y's or trustre a attorn all cases shall be a paragraph 7 in all cases shall be paragraph from any judgment of	shall apply the pr cluding the comp	oceeds of sale to nation of the tru he obligation security	agreent of (1) the expen- tee and a reasonable char ed by the trust deed, (3)	to all ce in th
interview with shall adjusted to react and the point of the state of t	all of said property shall be take constion, beneficiary shall have th constion of the monies payabl	aurplus, il any, to surplus, il any, to surplus. 5. Benel aors to any trust	the grantor or to iciary may from to re named herein o h appointment, a	me to time appoint a succ to any successor trustee and without conveyance to the successor and	cessor or appointe o the s duties o
As a mperindrim his tack taking while as a mperindrim his tack as a more and the pay all resustable costs, espenses and the pay all resustable for another by gratics in such proceedings and the tack upon any resustable costs.	attorney's fees needed to beneliciary and shall be paid to beneliciary and stoand expenses and attorney's fee ecessarily paid or incurred by ben ecessarily paid or incurred by ben ecessarily paid or incurred by ben	and substitution which, when rec which the proper	herein named of a shall be made by orded in the mort ty is situated, shall rustee.	age records of the county be conclusive proof of pro-	y or couper app
bits in the proceedings, and the test triany in such proceedings, and the weared hereby, and draneworks as shall be and execute such assertionstriating's in principle, as any time and from time to the principle in the such time time to the second	s own expense, to take such come necessary in obtaining such com	n- acknowledged is for obligated to not ing trust or of any	action or proceeding unless such action	o of pending sale units, bene of in which grantor, bene or proceeding is brought i	ficiary c by trust
	and the state of the second se			the Oregon State Bor, a bac nee company authorized to ogent licensed under ORS 6	

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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 lee simple of said described real property and has a valid, unencumbered title thereto

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 or household purposes (see Important Notice below), (b) for am organization, or (even if grantor is a natural person) are for business or commercial 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 leminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

• IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is net applicable; if warranty (e) 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 disclosures; for this perpete use Stevens-Ness Form No. 1319, or equivalent. It compliance with the Act is not required, disregard this notice.

KW. Benge filmer I Benge

(If the signer of the above is a corporation, was the form of actinewindpoment apposite.)

STATE OF CALIFORNIA )	STATE OF OREGON,	
County of Los angeles 35.		s.
This instrument was scknowledged before me on June 11, 1987, by	This instrument was acknowledged before me on	
Mark W. Benge and Delores T. Benge	19, by	and the second
Stage In Col	of	
OFFICIA Stran M. Paylor		
GIVEN M. TAYDOR Public ton Constants	Notary Public for Oregon My commission expires:	(SEAL)
Had Had Comments Country Back 31, 1989	my commission expires:	
REQUEST	FOR FULL RECONVEYANCE	

To be used only when obligations have been paid.

TO:

, Trustee

, 19

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 barewith 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

Sec.

DATED:

Beneficiary

d OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before recenveyance will be made.

TRUST DEED POIN N. SITI ATATEME HEAD LAW PUB. CO., PORTLAND, GAL.		STATE OF OREGON, County ofKlamath
Mark W. Benge	n de la construcción de la constru La construcción de la construcción d	I certify that the within instrument was received for record on the7.th day of
Delores T. Benge Grantor Phyllis D. Smith	SPACE RESERVED	at 11:02. o'clock AM., and recorded in book/recl/volume NoM87 on
Harvel D. Smith	RECORDER'S USE	page11893 or as fee/file/instru- ment/microfilm/reception No76600 Record of Mortgages of said County.
AFTER RECORDING RETURN TO Aspen Title A Hn: Collection Dept		Witness my hand and seal of County affixed. 
	Fee; \$9.00	By TAM Am The Deputy

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