-TRUST DEED. MTC-18629 P 78902 TRUST DEED THIS TRUST DEED, made this _____lst ___day of September_ Vol. M87 Page RONNIE T. HOPSON as Grantor, MOUNTAIN TILLE COMPANY OF KLAMATH COUNTY NORMA RAE BUKOSKY as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A", AND MADE A PART HEREOF. logether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise tion with said real estate.

FOR THE PURPOSE OF SECURING REPOSESSIONAL AND ADDRESSIONAL AND AD or necessier appertuning, and the tents, issues and profits thereof and an include now of including and an include with said teal estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the note of even date herewith, payable to beneficiary or order and made by grantor; the final payment of principal and interest hereof, it not sooner paid, to be due and payable. Der terms of note 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 the date, stated above, on which the final installment of said note then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the written consent or approval of the beneficiary, the chose described real property is not currently used for egricultural, timber or grazing purposes. The above described real property is not currently used for agricular to protect the security of this trust dead, grantor agrees:

To protect the security of this trust dead, grantor agrees:
and repair, not to remove or demolish any building or improvement food condition mot for commit or permit any sease of said property and in sood and workmanike manner my building or imprement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore, destroyed thereon, and pay when due all costs incurred therefore, and pay the manner of the constructed, damaged or thousand the comply with all any, ordinances, relutations, covenants, conditions and restrictions affecting such limancing attended property; if the beneficiary or sequents to proper pulled office or offices, as well as the cost of the searches made beneficiary or searching agencies as may be deemed desirable by the cultural, timber, or grazing purposes.

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

cial Code as the beneficiary may require and to just or fills as me in the proper public office or offices, as well as the cost of all fien searches made by filling officer or searching agencies as may be deemed desirable by the beneficiary might office or offices, as well as the cost of all fien searches made beneficial officers or searching agencies as may be deemed desirable by the now or hereafter vected on the said premises against loss or damage by fire and such other haards as the beneficiary may from time to time require, in policies of insurance so the beneficiary may from time to time require, in policies of insurance so the beneficiary may from time to time require, in policies of insurance so the beneficiary as soon to latter; all the grantor shall fall the delivered to the beneficiary as soon is insured; the said policies to the beneficiary at least litteen days prior to de expiration of any policy of insurance now or hereaster placed on said buildings, ciary on any indebtedness after insurance policy may be applied by amount and determine, or at optime secured hereby and such order as beneficiary and determine, or at optime secured hereby and price the amount so collection and programs as a season of default hereunder or invalidation or release half of the control of the season of default hereunder or invalidation or release half of the control of the season of default hereunder or invalidation or release half of the control of the season of the se

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and any time prior to 5 days before the date the trustee conducts the sale, the feature or any other person so privileged by ORS 86.753, may cure the default or defaults. It default only the person so privileged by ORS 86.753, may cure the default of the default of the default of pay, when due to the default amount due at the time of the cure other than such person so privileged by pays the person default occurred. Any other default of pay, when due to the fine of the cure other than such person as would obligation or trust deed. In any case, in addition to curing the default on defaults, the person effecting the cure shall pay to the beneficiary all 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.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the potice of sale or the time to which said sale may one parcel or in separate parcels and shall sell the parcel property either shall deliver to the bidder for cash anyable at the parcel or parcels at the property of the purchaser its deed in form as required by law Conveying the property so sold, but without any overant or warranty, express or interest the property of the purchaser its deed in form as required by law conveying of the truthulness thereof. Any person, excluding that the deed of any matters of fact shall be conclusive proof the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale.

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 companion of the raptee and a trassonable charge by flustee's afterney, (2) to the obligation secured by the trust deed, (3) to all persons there is subsequent to the interest of the trustee all persons surplus, if any, to the grantor or to his successor in interest entitled to such 16. Benediciary may found to the successor in interest entitled to such

surplus, it any, to the granter or to his successor in interest entities to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any fusite named herein or to any successor trustee appointed herein trustee, the latter appointed herein and without coverance to the successor trustee, the latter appointed herein and the successor trustee. The successor successor is a successor and substitution shall be wested with all title coverance to the successor and substitution shall be made by written instrument. Each such appointment which, when recorded in the made for written instrument executed by beneficiary, of the successor trustee.

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 notity any party here of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee 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 Oregan State Bar, a bank, trust company property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 676.505.

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, unencumbered title thereto THIS TRUST DEED IS SECOND AND SUBORDINATE TO A PRIOR TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, RECORDED THE SAME DATE AS THE TRUST DEED HEREIN. 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).

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 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 year first above written. * IMPORTANT NOTICE: Delote, by lining out, which ever warranty (e) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor as such word is defined in the Trush-in-Lending Act and Regulation Z, the boneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent if compliance with the Act is not required, disregard this notice. Lowe Ronnie T. Hopson (If the signer of the above is a corporation, use the form of acknowledgement opposits.) STATE OF OREGON. STATE OF OREGON, County of Klamath) ss. This instrument was acknowledged before me on County of This instrument was acknowledged before me on .. Bennie T. Hopson Briday Public for Oregon My Commission expires: 6/16/18 Notary Public for Oregon My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE to be used only when obligations have been paid. The undersigned is the legal owner and ho der 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 rust 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 securiveyance and documents to DATED: http://www.nam.com/nam. है के इंचितिसर एक्से हैं। अनुकार सेटेंस के प्रकार है। Beneficiary Do not lose or destroy this Trust Dood Of THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED VERY MED SHEET OF STATE OF OREGON, (FORM No. E01) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE County of _____ I certify that the within instrument RONNIE T. HOPSON was received for record on theday art in Harringing entiterminatelt geeilli bar at o'clockM., and recorded Estilitations SPACE RESERVED in book/reel/volume No. NORMA RAE BUKOSKY.... FOR page _____or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No....., Record of Mortgages of said County. dullos) articulas relativas Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. MOUNTAIN TITLE COMPANY The second of the second COIL ON KEF141 isner brig .. Deputy

EXHIBIT "A" LEGAL DESCRIPTION

16045

The following real property in Klamath County, Oregon:

A portion of the SE1/4 NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as

Beginning at a point 1564 feet East of the Southwest corner of the NW1/4 NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian; thence South 380 feet more or less to the North line of Lindley Way; thence East along the North line of Lindley Way Carl Runge in Deed Volume 347 at page 427, Klamath County Records, Which is the true point of beginning of this description; thence thence East parallel to the North line of Lindley Way a distance of 100 feet; feet; thence South parallel to the East line of said Runge tract a distance of 100 distance of 100 feet more or less to the North line of Lindley Way a distance of thence West along the North line of Lindley Way a distance of 70 feet more or less to the North line of Lindley Way; more or less to the point of beginning.

STATE OF OREGON: COUNTY OF	KI AMATU.	
Filed for record at request of	Mountain Title Com-	
of	Mortgages o'clock P M., and duly recorded in W. 1977	day
FEE \$13.00	Evelyn Biehn, County Clash	
	By Smith	