K-39939 Vol. 187 Page 18561 FORM No. 881—Oregon Trust Deed Series TRUST DEED THIS TRUST DEED, made this 23rd day of September 1783. 1987, between LYLE E. HALL AND KITTY HALL, husband and wife as Grantor, KLAMATH COUNTY TITLE COMPANY DONNA J. MILLER Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, All of Lot 57 and the Easterly 4 feet of Lot 58 in Block 11 of Industrial Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath 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.

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

sum of EIGHT THOUSAND AND NO/100s———Dollars, with interest thereon according to the terms of a promissory not even date herewith, payable to beneticiary, or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable September 30.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note represent the within described property, or any part thereof, or any interest therein is sold, agreed to be represent 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. The beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The protect the security of this trust dead treatments.

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

1. To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon, not to commit or remove or demolish any building or improvement which may be constructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereomend pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; it the beneficiary so requests, so request, so the said Code as the beneficiary may require and beneficiary may require and pay for liling same in the proper public office or offices, as well as the cost of all lien searches made beneficiary.

tions and restrictions at insurface and restrictions and restrictions and restrictions at insuring statements pursuant to the tiling same in the ion of the property of the pr

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement of creating this deed or the lien or charge subordination or other affectment affecting this deed or the lien or charge subordination or other affectment affecting this deed or the lien or charge therefore, and the recitals thereof. If you are present the property The feather in any reconveyance may be decribed as the "person or persons featily entitled therefor," and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any it is pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property the indebtedness hereby secured, enter upon and take possession of said property is less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as aforesaid, shall not cure to property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or property, and the application of release thereof as aforesaid, shall not cure or property and the property of the property of t

the manner provided in ORS 86.735 to 86.795.

sale, and at any time prior to 5 days before the date the trustee conducts the 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 default for defaults. It she default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by 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 is capable of not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required unot obligation or trust deed. In any case, in addition to curing the default or obligation or trust deed. In any case, in addition to curing the default or and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided by law.

by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at unction to the highest bidder for cash, payable at the time of saic. Trustee auction to the highest bidder for cash, payable at the time of saic. Trustee shall deliver to the purchase its deed in form as required by law conveying shall deliver to the purchase; its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee
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, inshall apply the proceeds of sale to payment of a reasonable charge by trustee's
cluding the compensation of the trustee and a reasonable charge by trustee's
attorney. (2) to the obligation secured by the trust deed. (3) to all persons
attorney. (2) to the obligation secured by the trustee in the trust
having recorded liens subsequent to the interest of their priority and (4) the
deed as their interests may appear in the order of their priority and (4) the
surplus, if any, to the grantor or to his successor in interest entitled to such
surplus.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successor so any trustee named herein or to any successor trustee appointed herein or to any successor trustee to the successor trustee. Upon such appointent, and without conveyance to the successor trustee, the latter shall sumed to vested with all title, powers and duties considerate upon any trustee herein ramed or appointed hereunder. Each such appointment upon any successor trustee the successor trustee to the northstate records of the country or counties in which, when recorded in the northstate 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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneticiary or trustee that the process such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee heraunder must be either an attorney, who is an adive member of the Oregon State Bar, a bank, trust company or sovings and loan association authorized to business under the laws 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.

fully seized in fee simple of said described	to and with the beneficiary and I real property and has a valid,	those claiming under him, that he is law-
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and that he will warrant and forever det	end the same against all person	s whomsoever.
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The grantor warrants that the proceeds of (a)* primarily for grantor's personal, tamil (b) for an organization, or (even if grant	y or household purposes (see Importa-	nt Notice below),
personal representatives, successors and assigns. I	he term beneficiary shall mean the h	heirs, legatees, devisees, administrators, executors, older and owner, including pledgee, of the contract and whenever the context so requires, the masculine
gender includes the feminine and the neuter, and	the singular number includes the plura	
*:IMPORTANT NOTICE: Delete, by lining out, whicheve not applicable; if warranty (q) is applicable and the b		+ Hall
as such word is defined in the Truth-in-Lending, Act beneficiary MUST comply with the Act and Regulatio disclosures; for this purpose use Stevens-Ness Form No	and Regulation Z, the n by making required 1319, or equivalent.	
If compliance with the Act is not required, disregard it	RECURS TO THE PROPERTY OF T	la Wall
use the form of addrowledgement opposite.	STATE OF ORBEGOES	California)
County of LOS Angeles This instrument was acknowledged before) ss. County of LOS) 88
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(SEAL)	Notary Public for WASS	n CA (SEAL)
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TO: The doctor assistant or appropriate the the state of the the state of the state	lder of all indebtedness secured by the	he foregoing trust deed. All sums secured by said
trust deed have been fully paid and satisfied. Y said trust deed or pursuant to statute, to cance herewith together with said trust deed) and to re-	ou hereby are directed, on payment to il all evidences of indebtedness secure convey, without warranty, to the par	you of any sums owing to you under the terms of d by said trust deed (which are delivered to you ties designated by the terms of said trust deed the
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DATED: MANUAL SURVEY SANGULAR OF LANGUESIES.	ng 19 chambaile and Africa and and	AND THE PROPERTY SECTION OF THE SECT
		Beneficiary
Do not lase or destroy this Trost Deed OR THE NOTE	which it secures. Both must be delivered to the	tristies for concellation before reconveyance will be made.
TRUST DEED TO	be office of the con	STATE OF OREGON, County of Klamath
STEVENS NESS LAW PUB CO. PORTLAND. ORE.	terly 4 feet of 1.36 Japath Falls, Oresch	I certify that the within instrument was received for record on the _13thday
Granto: Brevocably, grants, bar Tr: 32 value 31 cour	Millaksskilt ans, selle and conveys to ince g, Oregon, described as:	of October ,19.87, at 11:18 o'clock M., and recorded
as Beneticiary, Cautor	SPACE RESERVED FOR RECORDER'S USE	in book/reel/volume No. M87 on page 18561 or es fee/file/instrument/microfilm/reception No. 80401,
na Grandon, Z.L.AMAINI, COUNGA	ILPE CONLYNA	Record of Mortgages of said County. Witness my hand and seal of
AFTER RECORDING RETURN TO	TY HALA, husband and	County affixed. Evelyn Biehn, County Clerk
KUTC2-1K-3 9939.""""	inust beed	By Am Smith Deputy

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