K-40022 FORM No. 881—Oregon Trust Deed Series—TRUST DEED Vol. 100 Page 1980 9 (8) **%运化7型型**侧线 TRUST/ DEED 81104 THIS TRUST DEED, made this 16th 100 October ,1987 , between ...day of . CARLOS R. MORENO AND MARIA A. MORENO, husband and wife as Grantor, KLAMATH COUNTY TITLE COMPANY us Trustee, and Wecounci Would was Trustee, and EVERETT F. SIX AND SYLVIA L. SIX?" MUSBand and WIFE TORTOLISM AND STILL WAS TORE TORES. as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the propertyCounty, Oregon, described as: in Klamath was received for record on the LING day

Lot.5 in Block 12 of First 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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sum of ... TWENTY TWO THOUSAND AND NO/100s.

Dollars; with interest thereon according to the terms of a promissory mote of even date, herewith, payable to beneficiary, or order and made by grantor; the final payment of principal and interest hereof, if not sooner paid, to be due and payable alternated by this instrument is the date, stated above, on which the final installment of said 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 sold, conveyed, 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 due and payable. The above described real property is not currently used or expression property.

To protect the security of this trust deed, grant or agrees:

I. To, protect, preserve, and, maintain, said, property, in, good, condition, and repair; not to remove or demolish any building or improvement hisroom not to commit on permit any waste oit said, property.

2. To complete or restore promptly, and in good and or annike manner any building or improvement which may be constructed, damaged of destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulation, co-enants, coditions and restrictions alterting said property; if the beneficial to commit the committee of the co

from 'mexecuting such inancing statements pursuant to see Uniform. Color of the country of the color of the c

(a) consent to the making of any map or plat of said property; (b) join in tranting, any easement or creating any restriction thereon; (c) join in tranting, any easement or creating any restriction thereon; (c) join in any abordination or other agreement affecting this deed or the lien or charge intending (d) reconvey, without warranty, all or any part of the property. The france: in any reconveyance may be described as the "person or personn legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granfor hereunde, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed 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 or any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same less coats and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeded fire and other property, and the application or release thereof as altoreasid, shall not cure of warve fany, edual or notice of default bereunder or invalidate any act done of the property, and the application or release thereof as altoreasid, shall not cure of warve fany, edual or notice of default bereunder or invalidate any act done of the property, and the application of one of a pagement hereunder, the beneficiary may declar to more as countered to any agreement hereunder, the heneliciary may declar to a more associated hereby mechanically as a mortgag or direct the trustee to foreclose this trust deed in equity as a mortgag or di

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale and at any time prior 10.5 days before the date the trustee conducts the sale he grantor or, any other person so privileged by ORS 86.753, may care the clauff or defaults. If the default consists of a tailure to pay, when due, units 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 being burde may be used by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all costs and sexpenses actually, incurred in tenforcing the obligation of the trust deed fogether, with trustees a and attorney's fees not exceeding the amounts provided by law.

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Alt 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 are provided by law. The trustee may sell said property either into one operacil or in separate's parcels and shall sell the parcel or parcels at auction, to, the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser, its deed in form as required by law conveying their property so sold, but without any covenant or owarranty, express or implied. The recitals in the deed of any matters of tact shall be conclusive prod of the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sales nursuant to the convence of the sale.

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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 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 having recorded liens subsequent to the interest of the trustee in the trust 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. If any, to the granter of to an successor in interest extented surplus.

16. Beneliciary may from time to time appoint a successor or successors to any frustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortisage records of the county 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 at 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 of proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed, Act provides that the frustee thereunder must be either an actionary, who is an earlier member of the Oregon State Bat, a bonk, trust company or sovings and loan association authorized to do business under the laws of Oregon or the United States in 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.

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* IMPORTANT NOTICE: Delete, by: liningrout, whi	Chever warranty (g) or (b) is	hand the day and year first above written.
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If compliance with the Act is not required, disreg- ed your backness to see some to one of sees such description makes a densiti (If the signer of the capture is a comparation, as see use the torm of actnowledgement apposite.)	gerd this notice. The hand only the MARIA section of the section o	MORENO LE LA
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Do not lose or destroy this Trest Deed OR THE N	OTE: which it secures, Both must be delivered to	the trustee for concellation before reconveyance will be made.
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AFTER RECORDING RETURN TO S	⊼∥ta a MORRAO. Histor	Witness my hand and seel of County affixed.
1225 Harden Jane 1225 Harden Jane 195472	Fee: \$10.00	Evelyn Biehn, County Clerk