2	FORM No. 601—Oregon Trust Doed Series—TR	IST DEED. KCTC - 40296
	84320 THIS TRUST DEED,	made this 9th day of February 1988., between
		Y TITLE COMPANY nd LOIS ANN GOERES, husband and wife
C	as Beneficiary, Grantor irrevocably gr	WITNESSETH: ants, bargains, sells and conveys to trustee in trust, with power of sale, the property County Orecon, described as:
2 PH 1	Lot 7 in Block 214, Mi the official plat the Oregon.	111s Second Addition to the City of Klamath Falls, according to reof on file in th office of the County Clerk of Klamath County,
• 138 FE9 1		SECOND TRUST DEED AND IS BEING RECORDED JUNIOR AND SECOND TO A AVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION.
	tion with said real estate. FOR THE PURPOSE	the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec- DF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOUR HUNDRED AND NO/100s
(1) A set of the se	note of even date herewith, pay not sooner paid, to be due and The date of maturity of the becomes due and payable. In it sold, conveyed, assigned or all then, at the beneficiary's option herein, shall become immediated To protect the security.	while to beneficiary or order and made by grantor, the final population of the final installment of said note payable at maturity, 19, 1
	not to commit complete or restore 2. To complete or restore manner any building or improvement destroyed foreon, and pay when due torns and restrictions allecting said join in executing such limancing stat ions de as the beneficiary may cial Code as the beneficiary may proper public office, as hilling officers or searching age	promptly and in constructed, damaged or it which may be therefor. all costs incurred uteriors, covenants, condi- ordinances, the beneficiary so requests, fo property: it could be according to the transformer of the transfo
	now or herealter entried as the ser and such other hasards as the ser an amount not less than's in SU companies acceptable to the bene policies of insurance shall be detin if the grantor shall fail for any ri- deliver said policies to the benefici tion of any policy of insurance the beneficiary may procure the the served under any fire or other	The entering arms and profits, or the proceeds of instance of the first of such respect to such order as instruction of such rents, instruct and profits, or the proceeds of any taking or dimage of the first of the banelicary as soon as instruction of such rents, instruction or awards load or any taking or dimage of the collection of such rents, instruction or awards load or any taking or dimage of the collection of such rents, instruction or awards load or any taking or dimage of the collection of such rents, instruction or awards load or any taking or dimage of the collection of such rents, instruction or awards load or any taking or dimage of the collection of such rents, instruction or awards load or any taking or dimage of the property, and the application or awards load or any taking or dimage of the property, and the application or awards load or any taking or dimage of the property, and the application or awards load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits, or the proceed to load any address and profits and the proceed to load any address and profits and the proceed to load any address and profits and the proceed to load any address address and profits and the proceed to load any address address and profits and the proceed to load any address address and profits and the proceed to load any address
	ciary upon mine, or at option of b may determine, or at option of b any part thereol, may be releaved not cure or waive any default or act done pursuant to such notice. 5. To keep said premises taxes, assessments and other char against said property before any charges become past due or delin charges become past due or delin charges become past due or delin	ineliaity in Such application or release shall to grantor. Such application or release shall in equity as a murrage or direct the trustee to infectous may other right in equity as a murrage or may direct the trustee to pursue may other right in equity as a murrage or may direct the trustee to pursue may other right advertisement and safe, or may direct the trustee to pursue may other right advertisement and safe, or may direct the trustee to pursue may other right advertisement and safe, or may direct the trustee to pursue may other right advertisement and safe, or may direct the trustee to pursue may other right remedy, either at law or in equity, which the beneliciary may have. In the trust of safe, assessments and other fault to make payment of any tares, assess- tiat the exceeded of the safe of the trust of the trustee safe as the required by law proceed to foreclose this trust deed in the manner provided in ORS 86.735 proceed to foreclose this trust deed in the manner provided in ORS 86.735
	ments, insultances, or by provi by direct payment, beneficiary make such port to paid, with int and the amount so paid, with int hereby togenher with the obligat frust deed, without waiver of a trust deed, hereot and lor such p cover hereinbefore, described, as	if ing beneficially incommate payment thereol. may, at its option forth in the note secured is all, and at any other person so privileged by include to DKS \$6,753, may consistent of the secure of this sale, the grant of the sale, the default consists of a failure to pay, when a sale, the grant of defaults. If the default consists of a failure to pay, when a sale, the grant of defaults of the default secured by the sale, the default consists of a failure to pay, when a sale, the grant of defaults. If the default consists of a failure to pay, when a sale, the grant of defaults of the trans deed, the default may be cured by paying the trans deed, the default consists of a failure to pay any may rights each interest as alores, and the observation as we want a secure of the base of the sale and the default for the sale and the same secure day the trans deed. In any case, in default on a we case, in default any to the beneficiar, all of the sale and the default.
	described, and the nonpayment out notice, and the nonpayment render all a breach of this trust of constitute as breach of this trust of constitute and the search as well as the of in connection with or in enforci- fies actually incurred. fees actually incurred.	there of shall immediately due and payable and trust deed immediately due and payable and trust deed immediately due and payable and there of the shall be held on the date and at the time by law '14. Otherwise, the sale shall be held on the date and at the time by law '14. Otherwise, the sale shall be held on the date and at the time by law '14. Otherwise, the sale shall be held on the date and at the time for the sale shall be held on the date and at the time by law '14. Otherwise, the sale shall be held on the date and at the time payable at the time to which said sale in one parcel or in separate parcels and shall sell the parcel or parce in one parcel or in separate parcels and the time of be like the time of be alse. Tr succion to the highest bidder for casd in form as required by law conv auction to the highest bidder for casd in form as required by law conv shall deliver to the purchaser, is d any covenant or warranty. sortes of
	allect the security in which it action or proceeding in which it any suit for the foreclosure of cluding evidence of itile and it amount of attorney's fees ment fixed by the trial court and in decree of the frial court, grant pellate court shall adjudge rea proves free on such appeal.	the beneficiary or trustee's attorney's less the beneficiary's or trustee's attorney's less the beneficiary's or trustee's attorney's less the the beneficiary's or trustee's attorney's less the oned in this paragraph 7 in all cases shall be or di the truthulaness thereof. Any person, excluding the trustee, but inclu- tion the trustee's attorney, and the trustee in the shall apply the proceeds of sale to payment of (1) the expenses of sal onable as the beneficiary's or trustee's attor- trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all p attorney, (2) to the obligation secured by the trust deed, (3) to all pattorney, (2) to the obligation are of their priority and (4)
	It is mutually agreed 8. In the event that an under the right of eminent don right, it is o elects, to require as compensation for such takin to pay all reasonable costs, to covied by it flist upon any, "	ing portion of all of said property shall have the deal as inf any, to the grantor or to his successor in successor of successor of the monies payable is that all or any successor of the monies payable is that all or any successor is the anount required to any successor is any successor in the surplus 16. Beneliciary may from time to time appoint a successor of the surplus 16. Beneliciary may from time to any successor is the anount required to any successor is any successor in the surplus 16. Beneliciary may from time to any successor is any successor of the surplus 16. Beneliciary may from the to any successor is any successor in the surplus 16. Beneliciary may from the to any successor in the without conveyance to the surplus proceedings, shall be paid to beneliciary and trustee the shall be made benedic thereunder. Each such appoint rust and substitution shall be made benedic benedic benedic and the country or comparing the surplus and the
	both in the the proceedings, 4 ficiary in such proceedings, 4 secured hereby; and grantor and execute such instruments pensation, promptly upon ber 9, At any time and 1	ind the balance applied upter to take such actions which, which the property is situated, shall be conclusive piece of the successor trustee.

A STREET

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NOTE: The Trust Deed Act provides that the trustee or savings and loan association authorized to do property of this state, its subs diaries, affiliates, ag under the laws of Oregon or the or branches, the United States or any ag thereof. or an

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The grantor vovenants 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 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 an 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, 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 not cipplicable; if warranty (a) is applicable and the beneficiary is a creditor beneficiary MUST comply with the Arthand Regulation by making required disclosures; for this purpose use litevens. Nais form No. 7319, or equivalent If compliance with the Art is not nequired, disregard this notice. tella PHILIP A. BOTTINI Ritz X Be (If the signer of the above is a corporation, use the form of acknowledgement oppesite.) RITA A. BOTTINI STATE OF OREGON, County of Klamath STATE OF OREGON, **5**3.1 The instrument, was acknowledged before me on February 12 to 10 88, by Phikin A constraint rand Rita A. Bottini husbild and wife 100 Mran MIN County of This instrument was acknowledged before me on as Dagan E (SEAL): My continuission expires: 6-21-88 Notary Public for Oregon Notary Public for Oregon My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said that have been tally maid and estimited. You bareby are directed on payment to you of any sums awind to you under the terms of I ne undersigned is the legal owner and notaer of all indeptedness secured by the toregoing 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 and trust deed of the state of the terms of indepted on any sums owing to you under the terms of and trust deed of the state of the terms of indepted on any sums owing to you under the terms of the state of the trust deed nave been tuity paid and satisfied. Fou nereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or purguant to statiste, to cancel-all evidences of indebtedness secured by said trust deed (which are delivered to you how the terms of and to receive without undebtedness secured by said trust deed (which are delivered to you said trust deed or purguant to statute, to cancel all evidences or indeoreaness secured by said trust deed (which are derivered to you berewith together with said trust deed) and to reconvey, without warranty, fo the parties designated by the terms of said trust deed the DATED. Do not lose or destroy this Trus Doed Of THE HOTE which it securos. Both must be dolivered to the trustee for cancellation before reconveyance will be made. TRUST DEED FORM No. BOI County of Klamath NESS LAW PUB: CO., PORTLAND, OF T certify that the within instrument 的社会和任何的问题。 was received for record on the .12th. day Grantor page 1993 or as fee/file/instruand a second RECORDER'S USE ment/ Interonum/ reception 100.....043 Record of Mortgages of said County. Witness mv hand and seal RECORDER'S USE ment/microfilm/reception No.....84320, Beneficiary AFTER RECORDING RETURN TO Witness my hand and seal of KCTC man plan a min County affixed. tanı (包重的 de kjej (Evelyn Biehn, County Clerk NAME and the state Fee: \$10.00 TITLE Das for the could be been By PAM NTARE NO 1 Dr Deputy

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