FORM No. 881-Oregon Trust Deed Series-TRUST DEED.	Vol. <u>M88</u> Page 7687
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87351 MIC-(9758) 100MA THIS TRUST DEED, made this 16th day of	May, 19.88, betweer
MIC 1750 16th day of	
THIS TRUST DELD,	County clined
ATTO BUCKSON WILLS	Trustee, and
MARK P. CUDO & KENDALL A. COMPANY OF KLAMATH COUNTY	Record of Morigages of and County
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The South 60, feet of Lot 4, Brook by	f 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 thereot and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the mitrory FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

(\$38,000.00)______Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order, and made by grantor, the final payment of principal and interest hereof, if

note of even date nerewith; payable to beneficiary of order, and made by: grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable an per terms of note 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable. It have applicated by this instrument, irrespective of the maturity dates expressed therein, or there, at the beneficiary is option, all obligations secured by this instrument provided the final beneficiary.

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The date of invariants in the event the within described protect having sold, conveyed, assigned or alienated by the farantor without first having sold, conveyed, assigned or alienated by the farantor without linst having the instrument then, at the beneficiary's option, all obligations secured by this instrument then, shall become immediately due and payable. They such solve the security of this trust deed, farantor agrees and the security of this trust deed, farantor agrees and the security of this trust deed, farantor agrees and the security of the

pellate court shall adjudge reasonable as the determined of the second appeal. It is mutually afgreed that: 3. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneticiary shall have the under the right of eminent domain or condemnation, beneticiary shall have the infit, il is so elects, to equire that all or any portion of the amount required as compensation for such taking, which are in excess of the easarily paid or to pay all reasonable costs, expenses and attorney's leet necessarily paid or incurred by grantor in such proceedings, shall be passed and attorney's leed possible to the second of the particular of the particular of the indebted secured, hereby; and, grantor is as shall be necessarily paid or the indebted necessarily paid or the indebted passion, promptly upon the starts own expense, to take, such actions secured, hereby; and, grantor is as shall be necessarily paid or the indebted net excel such instrum beneliciary's request. Passion, promptly upon and from time to time upon written request of bene-9. At any time tees and presentation of this deed and the note for liability of any person for the payment of the indebted sets, trustee may the liability of any person for the payment of the indebted mess, the indebted request to the making of any map or plat of asid property. (b) join in (a) consent to the making of any map or plat of said property (b) join in (a) consent to the making of any map or plat of said property (b) join in (a) consent to the making of any map or plat of said property is the indebted pays indebted and the one to the payment of the payment o

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timent, irrespective of the maturity dates expressed therein, or supersystem provided.

property to satisfy the obligation secures incress interest at then required by law and fix the time and place of sale, give notice thereof as then required by law and fix the time and place of sale, give notice thereof as then required by law and fix the time and place of sale starts thereof as then required by law and broceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795. The trustee has commenced loreclosure by advertisement and the sale, the grant defaults. If the default consists of a finiture to pay, when due, sale, the grant defaults. If the default consists of a finiture to pay, when due, the default or default consists of a finiture to pay, when due, sale, the grant defaults. If the default consists of a finiture to pay, when due, the default of by the trust deed, the default man such portion as would entire annound us had no default occurred. Any other mance required under the being cureed may be cured by tredering the default that is capable of obligation or trust deed. In any case, in addition the beneticiary all costs defaults, the person effecting the cure shall pay bligation of the trust deed together with trustees and attorney's less not exceeding the amounts provided together with trustees and attorney's less not exceeding the amounts provided together with trustees and attorney is less not exceeding the amounts provided together with trustees and attorney is less not exceeding the amounts provided together with trustees and attorney is less that and at the time and place designated in the notice of sale or the time to which said sale may phonotined as provided by law. The trustee may sell said property either the property of the purchaser its deed in form as required by law conveying the grantor and beneficiary, may purchase at the sale. The trustuliness thereol. Any purchase at the sale. The franthultanes thereol. Any purchase at the sale. The franthultanes thereol of the interest of the provided by the trust deed. (5) the definit for the shift the subschift in t

surplus, it any, to the grantor or to his successor in interest ensured to successor in interest ensured to successor any frustee named herein or to any successor frustee appointed herein under. Upon such appointmented with all title, powers and during background rustee, the latter shall be well or appointed herein and substitution shall be made by written instrument executed by beneficiary, and substitution shall be more gage records of the country or counties in which, when recorded in the more gage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor frustee.

and substitution shall an intermediate records of the course appointment which, when recorded in the mortgage records of the course appointment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee and 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not considered is made a public record as provided by law. Trustee deed of obligated to notify any party hereto of pending sale under any other deed of obligated to notify any party hereto of pending sale under any other deed shall be 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 Oregon. State Bar, a bank, trust company or savings and loan association authorized to do 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 ONS 555.555 to 655.555

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The grantor warrants that the proceeds o	i the loan represented b	y the above described note and this trust deed are:
(a)* primarily for grantor's personal, fam XBX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ily or household purpos	es (see Important Notice below). XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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personal representatives, successors and assigns.	I De term Deneticiary s	es hereto, their heirs, legatees, devisees, administrators, executors, hall mean the holder and owner, including pledgee, of the contract
gender includes the teminine and the neuter, and	t the singular number in	uing this deed and whenever the context so requires, the masculine cludes the plural.
IN WITNESS WHEREOF, said	grantor has hereuni	o set his hand the day and year first above written.
and and seeds a second in the second se	a deal reciped in the	
 IMPORTANT NOTICE: Delete, by lining out, whichey not applicable; if warranty (a) is applicable and the 	er warranty (a) or (b) is beneficiary is a creditor	Mark Pr. Cudo
as such word is defined in the Truth-in-Lending Act beneficiary MUST comply with the Act and Regulat		an an Marina and Analas (particular and an and an and an an and
disclosures; for this purpose use Stevens-Ness Form N If compliance with the Act is not required, disregard	lo. 1319, or equivalent.	\sim 12 00 0 10 10
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(If the signer of the above is a corporation, the signer of the above is a corporation, the use the form of acknowledgement opposite.)	dugte es assegnate aux accurat auxeux ana	
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County of Klamath	Conserts Charles and Carls and Carls	$ty ot \frac{1}{2} $
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Notary Public I	or Oregon Notary	Public for Oregon
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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 for pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you		
berewith 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 the same trust and the same trust deed the same trust deed trust and the same trust deed trust deed trust deed trust and the same trust deed trust deed trust deed trust deed trust and the same trust deed trust		
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		Beneficiary
Do not loss or destroy this Trust Deed OR THE NOTE	which it secures. Both must b	e deliverad to the trustee for cancellation before reconveyance will be made.
TRUST DEED		STATE OF OREGON,
	of the County c	TALE OF OREGON, {ss.
TITSTEVENS NEBSILAW PUBCCO. PORTLAND, ORE . []	bok 3, ALTANOWI	FCKES' apportunt certify that the within instrument
MARK P. & KENDALL A. CUDO		was received for record on the .1.7.th. day
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Klamath Falls, OR 97603	AL THAT	Record of Mortgages of said County.
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