KA No. 881—Oregon Trust Deed Series—TRUST DEED, A 877715	TRUST DEED	
THIS TRUST DEED, made this	15th day of	May
COMPATIN THE COMPA	NY OF KLAMATH COUNTY	as Trustee, and
LEROY A. GIENGER and RICHAR	D T. HALL, as tenants j	n common this tothe
	. Il- and conveys to trus	the poor (cost) control (cost) stee in trust, with power of sale, the property of
SEE ATTACHED, LEGAL DESCRIPTION	N OF WHICH IS MADE A PA	RT HEREOFIBY THIS REFERENCE
TRUST DEED	עואד עד איז איז איז ד	C DETNO RECORDED SECOND AND JUNIOR
TO A DEAT DEPATE CUNICAUL IN .	The second states with a second states of the	THE REPART OF ANY
SUBSEQUENT ASSIGNED TO STANLE WILLIAM JAMES HENDRICK, EACH	AS TO AN UNDIVIDED 1 IN	TEREST, AS TENANTS IN COMMON, NO
VENDORS. SEE EXHIBIT "A" ATTACHED HERE together, with all and singular the tenements,	nereallaments and -rr	listurge now or hereafter attached to of the
tion with said real estate. FOR THE PURPOSE OF SECURIN	NG PERFORMANCE of each agree JSAND AND NO/100	sement of grantor herein contained and payment of
sum of UNE HUNJKED THIRTI THU	iciary or order and made by granto	h interest thereon according to the terms of a promissory r, the final payment of principal and interest hereof, if 19:19
nots oner paid, to be due and payable	per terms OI Note, and the date, and by this instrument is the date,	stated above, on which the final installment of said note stated above, on any interest therein is sold, agreed to be part thereof, or any interest therein is sold, agreed to be
becomes due and payable, in alienated by the sold, conveyed, assigned or alienated by the then, at the beneficiary's option, all obligations and the beneficiary's option, all obligations are sold as the beneficiary's option.	tions secured by this instrument, irr	espective of the maturity dates expressed metern, or
herein, shan become insecurity of this trust	deed, grantor agrees: 1011 Eccounty	10.00 my casement or creating any restriction thereon; (c) join in any on or other agreement affecting this deed or the lien or charge on or other agreement affecting this deed or the lien or charge on or other agreement affecting the agreement of the property. The Dary reconveyance may be described as the property. The ited, thereto," and the recitals therein of any states or facts sha ited, thereto," and the recitals therein of any states for any of the priloned in this paragraph shall be not less than sticner, may at an
not to commit or permit any wate of said-property- 2. To complete or restore promptly and manner any building or improvement; which may it destroyed thereon, and pay when due all costs incurr destroyed thereon, and pay when due all costs incurr	in good and workmanlike grantee in be constructed, damaged or wiegality cent ed, therefor. gulations, covenants, condi- thereformer to request. In public in	Upon any default by granfor hereunder, butenting were to be an
1. To protect, preserve and maintain said 1. To protect, preserve and maintain said and repair; not to remove or demolish any building the commit or preserve or restore promptly and 2. To complete or improvement: which may lightly destroyed thereon, and path all laws, ordinances, re- tions and restrictions alterning said property; if the tions and restrictions alterning said property; if the ion in executing such than y may real restrictions al Code as the beneficiery may require and to proper public office or offices, as well as the cos by filing officers or searching agencies as, may b beneficiery.	to the Uniform Commer- ing to the Uniform Commer- pay for filing same in the to t' all lien searches made e deemed desirable by the e deemed desirable by the	a court, and without regard to the adequacy of any security edness hereby secured, enter upon and take possession of said proj edness hereby secured, enter upon and take possession of said proj
proper public oncessor searching agencies as may b by filing officers or searching agencies as may b beneficiary. If it is a continuously maintain 4. To provide and continuously maintain those or hereafter (sected on the seald premises age the beneficiary imay file	insurance on the buildings inst loss or damage by the orn time to time require, in ticiary ma	and expenses of operation and collection, including leastheter upon any indebtedness secured hereby, and in such order as ben upon any indebtedness for the secured hereby, and in such order as ben
beneficiary. 1 To provide and continuously maintain 4 To provide and continuously maintain and such other inazards as the beneficiary may far and such other inazards as the beneficiary may far an amount not less than \$ <u>111.1</u> <u>insurable</u> companies acceptable to the beneficiary, with loss provide the sentence shall be delivered to the beneficiary provide the sentence shall be delivered to the beneficiary if the sentence is to the beneficiary at least file	is payable to the latter; all collection neikiary as soon as insured; "Unsurance , any such insurance and to property, en days prior to the expira-on waive any	and the application or release thereot as aloresaid, shall be application or release thereot as aloresaid, shall be application of default hereunder or invalidate any act do y default or notice.
deliver said policies to the detention y detention of any policy of insurance now or hereafter tion of any policy of insurance in own or hereafter the beneficiary may procure the same at gran the beneficiary may procure concrete hereby and	er placed on said buildings, pursuant nor's expense. The amount is (1) may be applied by beneficiary (1) in such order as beneficiary essence w in such order as beneficiary	to such miletable by grantor in payment of any indebtedness security. 2. Upon default by grantor in payment hereunder, time being of the final security of the
ciary upon any interference of the period of	ntire amount so collected, of declare 4 ch application or release shall event th thereunder or invalidate any in equity t hereunder or invalidate any all advertise remedy.	In sums sociary at his election may proceed to foreclose this trust deed , as a mortgage or direct the trustee to pursue any other right ment and sale, or may direct the trustee to pursue any other right ment and sale, or may direct the trustee beneficiary may have. In either nt law or in equity, which the beneficiary may to be recorr either the solution of the trustee shall execute and cause to be recorr either the solution of the trustee shall execute and cause to be recorr either the solution of the trustee shall execute and cause to be recorr either the solution of the trustee shall execute and cause to be recorr either the solution of the trustee shall execute and cause to be recorr either the solution of the either the solution of the solu
act done pursuant said premises free from consis- tares, assessments and other charges that may be against; said property, before, any, part of such charges, become past due or delinguent and prom charges, become past due or delinguent and prom	be levied or assessed upon or latter ev taxes, assessments and other his writ nptly deliver, receipts therefor, property payment of any taxes, assess- its there of concerned there or noceed.	ent the benchmark and his election to sell the said destroyed to satisfy the obligation secured hereby whereupon the trustee si to satisfy the obligation secured thereof as then required by law ime and place of sale, give notice thereof as then required by law the thereof so this trust deed in the manner provided in ORS 86.735
to beneficiary, showing, liens or other charge ments, insurance, premiums, liens or other charge by direct payment, beneficiary may, at, its op make such, payment, beneficiary may, at, its op	es payable born with which to 86.795. btion, make payment thereof, set forth in the note secured sale, and "paragraphs 6 and 7 of this sale, the	13. After the trustee has commenced foreclosure by advertisement (3). After the trustee has commenced foreclosure by advertisement at any time prior to 5 days before the date the trustee conducts of at any time prior to 5 days before the date the CASS, may be grantor, or any other person so privileged by ORS 86.753, may be grantor, or any other person so privileged by ORS 86.753, may be grantor, or any other person so privileged by ORS 86.753, may be determined by the data of the second by the second by the data of t
trust deed, without waiver of any rights arising trust deed, without waiver of any rights arising trust deed, without for such payments, with in covenants hereof and for such payments, the for	the brench of any of the sums se	cured by the trust deed, the detault may be portion as we
erty hereinertothat they are bound for the pays same extent that they are bound for the pays described, and all such payments shall be imme described, and the nonpayment thereof shall, at out notice, and the nonpayment thereof shall, at	diately due and payable with to blight it t the option of the beneficiary, to default rediately due and payable and and ex togethe	mount due at the time occurred. Any other default that is capaoi in be due had no default occurred. Any other default that is capaoi ured may be cured by tendering the performance required under on contrast deed. In any case, in addition to curing the default on contrast deed. In any case, in addition to the beneficiary, all to the person, effecting the cure shall pay, to the beneficiary all penses actually incurred in enforcing the obligation of the trust in the and the interval is and a second the anomats prov r with trustees and attorney's lees not exceeding the amounts prov
of title search as well as the other costs and expenses of of title search as well as the other costs and en in connection with or in enforcing this obligation	xpenses of the trustee incurred on and trustee's and attorney's place of be, pos	14. Otherwise, the sale shall be held on the date and at the the designated in the notice of sale or the time to which said sale toponed as provided by law. The trustee may sell said property e toponed as provided by lawreds and shall sell the parcel or parce
fees actually in and defend any action 7: To appear in and defend any action affect the security rights or powers of beneficiary or action or proceeding in which the beneficiary or action or proceeding in which the defed to n	ay all costs and expenses in- the pr	operty so sold, but without any covenant of whall be conclusive The recitals in the deed of any matters of lact shall be conclusive the recitals in the deed of any person, excluding the trustee, but inclu-
any suit for the definition of title and the beneficiary so cluding evidence of title and the beneficiary so amount of attorney's less mentioned in this pa amount of attorney's less mentioned in the event of an fixed by the trial court, arantor further, agree	or inside of the analysis of the state of th	antor and beneficiary, may purchase at the safe. antor and beneficiary, may purchase at the sole of the provided herein, the 15. When trustee sells pursuant to the powers provided herein the apply the proceeds of safe to payment of (1) the expenses of saf apply the proceeds of the trustee and a reasonable charge by, thus
It is mutually agreed that:	of said property shall be taken deed	a their interests may appear in the order of their product entitled to as their interests may appear in the successor in interest entitled to a, if any, to the grandor or to his successor in interest entitled to
as compensation for, such taking, which are in as compensation for, such taking, which are in to pay all reasonable costs, expenses and att	y partion of the monies payable surplu a excess of the amount required torney's lees necessarily paid of sors all be paid to beneficiary and under all be paid to beneficiary and of truste	3. 16. Beneticiary may from time to time appoint a successor frustee appointed to any successor frustee appointed bereas and without, conveyance to the su the Upon such appointment, and without, conveyance to the su is the latter shall be vested with all title, powers and duties con- e; the latter shall be vested with all title, powers and duties con- ted to the successor the successor the successor frustee appointed to the successor the succe
applied by it lirst upon any reasonable costs a applied by it lirst upon any reasonable costs a both in the trial and appellate courts, necess bicking in such proceedings, and the balance	arily paid or incurred, by bene- applied upon the indebtedness and s applied upon the indebtedness and s which	any trustee herein named or appointed hereinight. Executed by bene substitution shall be made by written instrument executed by courts by when recorded in the mortage records of the courts or court by when recorded in the mortage records of the courts or courts by when recorded in the mortage records of the courts or courts by the mortage of the courts of the cour
and execute such instruments as shall be no pensation, promptly upon beneficiary's request 9. At any time and from time to time ficiary, payment of its less and presentation ficiary, payment of its less and presentation	the upon written request of bene- not this deed and the note lor, ackn of cancellation), without allecting oblight	h the property is situated, shall be successor, trustee. 17: Trustee accepts this trust when this deed, duly execute 17: Trustee accepts this trust when this deed, duly execute ourledged. is made a public record as provided by law. Trustee ated to notify any party hereto of pending sale under any other to the addition of the proceeding in which stantor, beneliciary or nor of any action or proceeding in which stantor, beneliciary or her addition of the proceeding in which stantor, beneliciary or the a party unless such action or proceeding is brought by trustee.
endorsement (in case of full reconveyances, lo	of the indebtedness, trustee may in trust	who, is an active member of, the Oregon State Bar, a bank, Irust of the United States, of the insurance company authorized to insure title have determined and a strong and the insure of the insure title interval determined and the insurance company authorized to insure title into agency thereof, or an escrow agent licensed under ORS 696.505 to 6 (1)
NOTE: The Trust Deed Act provides that the Ir or savings and loan association authorized to secondly of this state. Its subsidiaries, affiliates,	do business under the laws of Oregon or , agents or branches, the United States or a	ne United States, or an escrow agent licensed under ORS 696.505 to 6 ny agency thereof, or an escrow agent licensed under ORS 696.505 to 6

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The grantor covenants and agree fully seized in tee simple of said descri- Estate Contract dated October in Volume M79, page 24431, Mic of Mary Hendrick, Deceased, Ve and that he will warrant and forever of **Stanley M. Hendrick, Esther in Volume M80; page 5485, Micr recorded October 17, 1979, in Oregon, in favor of Estate of Hendrick; Esther L. Hodge, Frai M80, page 5484, Microfilm Reco herein do not agree to assume harmless therefrom. The grantor warrants that the proceeds (a)* primarily for grantor's personal, fa (b) for an organization) or (even if gra This deed applies to, inures to the bene personal representatives; successors and assign secured hereby, whether or not named as a ben gender includes the temining and the neutor, ar IN WITNESS WHEREOF; said	bed real property and 12, 1979, a memo rofilm Records o ndor, who subseq lefend the same again L. Hodge, Frank ofilm Records of Volume M79, page Mary Hendrick wink J. Hendrick wink rds of Klamath C or pay and the B of the loan represented b mily or household purpos into is a natural person) with of and binds all partit . The term beneficiary s initiary herein in constr id the singular number in d grantor has hereund verwarranty (e) or (b) is beneficiary is a creditor	I has a valid; unen randum of which f Klamath Count uently assigned ist all persons who J. Hendrick and Klamath County 24430, Microfi O subsequently nd William Jame ounty, Oregon, eneficiary name (see Important Noti are for business or cor es hereto, their heirs, hall mean the holder an uing this deed and who	cumbered title thereto Was recorded Oc Was recorded Oc Wy, Oregon, in fa I their interests mscever. William James H , Oregon; and Fi Im Records of KI assigned interes S Hendrick recor which the Granto of herein agrees which the Granto of herein agrees below); mmercial purposes. egatees, devisees, adminis ad owner, including pledge mever the context so requi	except Real tober 17, 1979, vor of Estate to **see below endrick recorded nancing Statement amath County, t to Stanley M. ded in Volume rs named to hold Grantors e:
beneficiary MUST comply with the Act and Regula disclosures; for this purpose use Stevens-Ness Form	tion by making required No. 1319. or equivalent	CHERVIA BU	BULL	an 1947 - Salar San
If compliance with the Act is not required, disregarc	this notice, and more a second se	both DBA C	ITATION UPHOLSTE	RY The second second
(If the signer of the above is a proposition, we the form of budge wisignment opposite.)	and argentes buendinger and constant se collected, an chealant or constant built conder or the shifter of the	<ul> <li>A sector and the particulation of the</li></ul>	an a	in an an suite fair an an Stair an Stair Mar Stair anns an Anna an Anna Anna Anna Anna Anna Ann
STATE OF CREGON	Courses	OF OREGON;	SS.	
The Instantion Was-ecknowledged bel Mage A. C. 1988 by DIC DAVID G. BURNETT, and CHERYL A.	ore me on This ins Add 106	trument was acknowled	ged before me on	
DAVID G BURNETT and CHERYL A. DBA CITATION UPHOLSTERY	BURNETT	2991 B. A.M. R. ANALAS, M.A. M. A. ARAS, ANALAS, MAL. MARKAN 28 A.M. A. MARKAN, MARKAN, A. M. MARKAN, MARKAN, M. M. M. M. MARKAN, M.	Anno 1997 - Anno 1	
Tristic. A	edd	ne here here en sol sol De here here en sol sol De here sol sol sol sol De here sol sol sol sol	<ul> <li>A second s</li></ul>	
(SEAL) My commission expires: 11/10	101	ublic for Oregon nission expires:	an in the second se Second second second Second second	(SEAL)
TO: The undersigned is the legal owner and the the second of the second second second second TO: TO: TO: TO: TO: TO: To: To: The undersigned is the legal owner and the trust deed have been fully paid and satisfied. said trust deed or pursuant to statute, to cam berewith together with said trust deed) and to c state now held by you under the same. Mail of the same with said trust deed and to c the same with said trust deed the same with said trust the same with said trust deed and to c the same with said trust deed and to c the same with said trust deed and to c the same with said trust deed the same with said trust the same with said trust deed trust deed trust deed the same with t	older of all indebtedness fou hereby are directed, cel all evidences of indeb econvey, without warrant econveyance, and, docume	on our contract of the second by the forego on payment to you of ofedness secured by se y, to the parties desi nts to secure	bing trust deed. All sums any sums owing to you u id trust deed (which are gnated by the terms of sa	secured by said nder the terms of delivered to you id trust deed the
τον οι γιολίτει απότιστη οι στη τρατάστη τη <b>DATED</b> Μιτατή από απότιστη της προσποιούς ΟΡΕΓ ΕΠΙΓΕΓΤΟ Η ΕΓΕΓΙΟΝΙΑΙ ΟΙ ΟΙΟΙΟ	nel 18 annun and agart	1.5. Michael Martin Contract	1	
WILLIAN JANES HENDRICK, EACH A VENDORS: SEE EXHIBIT "A" ATTACHED HEREI			BYILL HERMON Beneficiary	
THIS TRUST DEED IS AN ALL-INCL TO A REAL ESTATE CONTRACT IN E SUBSEQUENT ASSIGNED TO STANDAR HULLED TO STANDAR	AUR OF BETATE (	WMY AN HPEDATC delivered to the trustee for DE NVBL HEMDERC	C RESIENCE HOL cancellation before reconveyance	will be made.
TRUST DEED		선생님, 영화 중 소리는 것을 가지 않는 것	TE OF OREGON,	
(FORM No. 881)		B V SVAL HEBED	ounty of I certify that the with	hin instrument
	BURNETT descriped.	з 🔨 of	received for record on	, 19,
Grantor	SPACE RESE	RVED in b	o'clock M.	ол
LEROY A. GIENGER and RICHARD T.	HALL FOR	USE (9 TD COmen	t/microfilm/reception ord of Mortgages of sa	No,
Chiloquin, OR 97624	IX OI. KOVWVIH CC	MALX	Witness my hand nty affixed.	
AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY OF HEEK KLAMATH COUNTY	A. BORNEIT, day	inging and stile,	DEV CITALION NER	
RLAMATH COUNTY	LENZL DI VITT-THCL	By.	NAME	TITLE Deputy
Concernent Concernent Series - Tault DEBDE	And a state of the second s	H-HAN		<u>CGGY</u>

Order No.: 19759-K

8326

## EXHIBIT "A" LEGAL DESCRIPTION

All of Lots 17 and 18 in Block 61 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Klamath County, Oregon.

EXCEPT for the following described portion of said Lot 18, which was conveyed to the State of Oregon by Deed recorded in Volume 220 at page 213 of Klamath County, Oregon Deed Records, as follows, to wit:

Beginning at the Southeast corner of said Lot 18; thence, Northerly along the Easterly line of Lot 18 a distance of 20 feet to the Northeast corner; thence Westerly along the Northerly line a distance of 20 feet; thence, Southerly parallel with the Easterly line a distance of 32.05 feet to the Southerly line of Lot 18, said line beginning the Northerly line of Esplanade Street; thence, Northeasterly along said line to the place of beginning.

Tax Account No.: 3809 028CC 08500 3809 028CC 08600 3809 028CC 08600 0A1

(Improvements only - Assessed to Mobile Oil Corp.)

27+h

This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to the Real Estate Contract dated, October 1, 1979, a memorandum of which was recorded, October 17, 1979, in Volume M79, page 24431, Microfilm Records of Klamath County, Oregon, in favor of Estate of Mary Hendrick, Deceased, as Vendor who subsequently assigned their interests to STanley M. Hendrick, Esther L. Hodge, Frank J. Hendrick and William James Hendrick recorded in Volume M80, page 5485, Microfilm Records of Klamath County, Oregon.

LEROY A. GIENGER and RICHARD T. HALL, as tenants in common, Beneficiary herein agrees to pay, when due, all payments upon siad Real Estate Contract in favor of the Estate of Mary Hendrick, Deceased, and will save the Grantors herein, DAVID G. BURNETT and CHERYL A. BURNETT, husband and wife, DBA CITATION UPHOLSTERY, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Real Estate Contract, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the said Real Estate Contract.

SS.

## STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of <u>Mountain Title Co.</u> of <u>May</u> A.D., 19 88 at 1:27

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