S8122 alls, OR 97601	TRUST DEED A≤pin 3a: 10th day of	Vol. M& Page 9053 4 June 1 1 19 88 , between
MARTHA HARRINGTON		Canty Mixed
as Grantor,ASPEN_TITLE & ESCRO	W, INC., An Oregon Corp	oration , as Trustee, and
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s Beneficiary, Casulot	WITNESSETH:	i <b>n book/re</b> elf column No. 11.98 . 11.00 p <b>ole</b> MAR . 110, 110, 110, 110, 110, 110, 110, 11
Grantor irrevocably grants, bargainKlamath		tee in Trust, with power of sale, the property
Tot 6 Block 1 RIVERVIEW, i	n the County of Klamat	h, State of Oregon the ballous assumes:
TOC. O, DECORE E, TOURS TO THE	2011년 원래 발라인데 인경 역장 시간 시간 전략이 모든 현실 사람이 다른 경기 모든 중점을 받는 것이다.	

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.

on with said real estate.

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

sum of EIGHTEFN THOUSAND ONE HUNDRED SEVENTY ONE AND 96/100-

not sooner paid, to be due and payable. Jime 10. 2003.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal 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.

sold, conveyed, assigned or alienated by the grantor without then, at the beneficiary's option, all obligations secured by this instriction, at the beneficiary's option, all obligations secured by this instriction, and the beneficiary of the tenove or demoish any building or improvement in the major of committor permit any restore promptly and in 500d and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and extrictions allecting said property; if the beneficiary so requests to join in executing such limanting statements joursant to the Unitorn Commercial Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary was form the tot lime require, in an amount not less than \$TULL ILLICATOLE. Value..., written in companies acceptable to the beneficiary with loss payable to the tenter in companies acceptable to the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desirable of the beneficiary with loss payable to the desi

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and aftorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and aftorney by both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon it indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary is requested by the pensation, promptly upon beneficiary is requested to beneficiary, programent of its lees and from time to the upon written request of beneficiary, programent of its lees and from time to this deed and the note for endorsement (in case of luttle reconveyances, for cancellation), without affecting the liability of any person to the payment of the indebtedness, trustee may (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 subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto." and the recitals therein of any matters or facts ship to conclusive proof of the truthfulness 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 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 profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable after new's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection, of such rents, issues, and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure of waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

property, and the application or release thereol as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon; default by granter in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declars all sums secured hereby inmediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgale or direct the trustee to foreclose this trust deed advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at least or in equity, which the beneficiary may have. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real incomers to satisfy the obligation secured hereby whereupon the trustee shall it the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

process to toreclose this trust deed in the manner provided in ORS 86.735 to 86.735.

13. After the trustee has commenced loreclosure by advertisement and 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 of the process of the grantor of the default consists of a failure to pay, when due, sums second by the trust deed, the default may be cured by paying the sums second the trust deed, the default may be cured by paying the other than the due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation for trust deed. In any case, in addition to curing the defaults and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's less not exceeding the amounts provided by law.

together with trustee's and attorney's lees not exceeding the amounts provided 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 an 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 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 the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the express 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.

16. Beneliciary may from time to time appoint a successor of successor.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or successors to any truster annuel herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee. He 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 henclicary, which, when recorded in the mortgage 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 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, henclicary or trustee shall be a party unless such action or proceeding is brought by trustee.

attorney; who is an active member of the Oregon State Bar, a bank, trust company region or the United States, a little insurance company authorized to insure title to real tales or any agency thereof, or an escrow agent licensed under ORS 656.505 to 656.585. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attoor savings and loan association authorized to do business under the laws of Oregor property of this state, its subsidiaries, affiliates, agents or branches, the United States

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