|| Eee 813:00 TRUST DEED MTC 1997- KOL 788 Page

as Crantos, Mountain Title Company of Klamath County (1975) (1985

-Oregon Trust Deed Series-TRUST DEED

in beauther trouver Mr. 1980. WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath

County, Oregon, described as:

is certify that the withen increases in

Lot 21 in Block 2, TRACT NO. 1158, THIRD ADDITION TO EAST HILLS ESTATES according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3909 001AA-01400

The date of maturity of the event the within described properly, or sold, conveyed, assigned or alienated by the grantor without first have sold, conveyed, assigned or alienated by the grantor without first have then, at the beneficiary's option, all obligations secured by this instrume then, at the beneficiary's option, all obligations secured by this instrume then, at the beneficiary's option, all obligations secured by this instrume then, at the beneficiary's of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish a property.

2. To complete or instrument which may be constructed, damaged or more than a substantial of the property of the constructed thereon, and with all laws, ordinances, regulations covenants, condicating and restrictions allecting said property; if the beneficiary or requires an executing such linancing statements pursuent covenants, condicating the statements of the property of the pro

It is mutually agreed that:

11 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, beneliciary shall have the right, il it so elects, to require that all or any portion of the monies payable so compensation for such taking, which are in excess of the amount required as companiation to such taking, which are alterney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and incurred by grantor in such proceedings, shall be paid to beneliciary and incurred by the proceedings, and the balance applied upon the indebtedness licitary in such proceedings, and the balance applied upon the indebtedness licitary in such proceedings, and the balance applied upon the indebtedness need retherby; 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's request.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for the payment of its less and presentation of this deed and the note for the indebtedness, trustee may the liability of any person for 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 subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination of subordination or charge subordination of subordination or release thereof as aloresad of subordination of subordination or release thereof as aloresad of subordination of subordination or release thereof as aloresad subordination of subordination of release thereof as aloresad subordination of subordination of subordination or release thereof as aloresad subordination of subordination or release thereof as aloresad subordination of subordination of subordination or release thereof as aloresad subordination of s

proceed to foreclose this trust deed in 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 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 detault or defaults. It the default consists of a failure to pay, when due, sums 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 if the present the cured may be cured by tendering the performance required under the being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or obligation of effecting the cure shall pay to the beneficiary all cost and expenses, actually, incurred in enforcing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed together with frustee's and attorney's less not exceeding the amounts provided by law.

and expenses, actually, incurred in enforcing the obligation of the trust deed of expenses, actually, incurred in enforcing the obligation of the trust deed of the with trustee's and attorney's less 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 law. The trustee may sell said property may be postponed as provided the pancels and shall sell the parcel or provided at the provided the pancels and shall sell the parcel or as a trustee may sell said property and in one parcel or in separate and an arcels and shall sell the parcel or grades at in one parcel or in separate and an arcel sand shall sell the parcel or grades at in one parcel or in separate shall deliver to the prochaser its deed in form as required by the conveying shall deliver to the prochaser its deed in form as required by the conveying shall deliver to the prochaser its deed in form as reasonable conclusive proof plied. The recitable in the deed of any matters of lact shall expense provided herein, trustee the grants and better the proceeds of sale to payment or easonable charge they trustee shall apply the proceeds of sale to payment or easonable charge by trustee autorney, (2) to the obligation secured on the trust deed, (3) to all persons attorney, (2) to the obligation secured the trust deed, (3) to all persons attorney, (2) to the obligation secured on the order of their priority and (4) the deed as their interests may appear or the order of their priority and (4) the deed as their interests may appear or the order of their priority and (4) the deed as their interests may appear or the order of their priority and (4) the surplus.

16. Beneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointment, and without convergence to the successor trustee appointment, and without convergence to the successor trustee appointment, and without convergence to the successor trustee.

16. Bene

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 sovings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States or any agency thereof, or an escribed under ORS 696.505 to 696.505.

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To 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 frust deed for pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you estate now held by you under the same and holder to reconvey without warranty to the parties designated by the terms of said trust deed the increment together with said trust deed) and to reconvey without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the secure without warranty to the parties designated by the terms of said trust deed the sai	To:	11 The state of th	and brothers in the second and the supplementation of the second
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