It is mutually afreed that: It is mutually afreed that: S. In the event that any portion or all of said property shall be taken inder the right of eminent domain or condemnation, beneliciary shall have the tright is or letts, to require that all or any portion of the monies payable to pay all reasonable costs, expensed are in excess of the amount required incurred by grantor in such proceedings shall be paid to beneliciary and licitary and it reasonable costs expenses and attorney's lees necessarily paid or applied by grantor in such proceedings shall be paid to beneliciary and licitary and grantor in such proceedings costs and expenses and beneliciary and the trial and appellate course costs and expenses and beneficiary and licitary, and grantor informers as shall be necessarily poid or indicationey's lees and create such instruments as shall be necessarily no btaining such crom-pensation promptly upon beneliciary in the network of the indebtedness of the such proceedings, and present time upon written request of bene-pensation promptly upon beneliciary in or cancellation), without affection (inclustry person for the paymen for take indebtedness) truste level (a) consent to the making of any map or plat of said property, (b) join and (a) consent to the making of any map or plat of said property. (b) join and (b) the trust of the indebtedness of the process of the such action of the indebtedness of the indebtedness of the such action of the such action action the such action the such action action the such action the such action the such action action action action the such action acti

の一般の一般の

ioin in executing such linancing statements pursuant to the Unitorm Contract of the beneliciary may require and to pay for tiling same in the proper public or otilices, as usy be deemed deirable by the beneliciary may for the state of all tien searches made beneliciary may the deemed deirable by the device of the state state of the state state of the state state of the state stat

herein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: and repair, not to remove or demolish any building property in good condition 1. To protect preserve and maintain said property in good condition 2. To complete any waste of said property and in good and workmanike destroyed thereon, and pay more removed and the said property and for any building or improvement which may be constructed, damaged or times and restrictions altecting due all costs incurred thereonic control of the said property in good and workmanike destroyed thereon, and pay incovernent which may be constructed, damaged or times and restrictions altecting due all costs incurred thereonic provenants, condi-tions and restrictions altecting and property; if the beneficie provenants, condi-oral Code as the beneficiary mast require and to pay for films same in the built officer or offices, agencies as may be deemed desirable by the desirable officer or offices, agencies as may be deemed desirable by the 4. To provide and continuously maintain insurance on the bay the

surplus, il any, to the grantor or to his successor in interest entitled to such 16. Beneticiary may from time to time appoint a successor or succes-under. Upon such appointment, and without conveyance to pointed here-trustee, the latter shall be vested with ditter powers and duch successor upon such appointment, and without conveyance to the successor upon such appointment, and without conveyance to the successor upon such appointment, and without conveyance to the successor upon such appointment fille, powers and duch successor upon such successor trustee appointment hereunder. Each such successor which the property is situated, shall be coacids of the county of the successor of the successor trustee. Trustee accepts this trust when this deed, duly executed and obligated is made. a public record as provided by law. Trustee is not trust of any action or proceeding in which grantor; beneficiary or trustee truste of any action or proceeding is brought by trustee truste approximation or proceeding is brought by trustee.

and expenses actuanty inclusion in science of exceeding the amounts provided logether, 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 in one-parcel or in separate by law. The trustee may to which said sale may auction to the highest bidde process and shall sell the parcel or parcels at shall deliver to the purchase bidde more sequence by law conveying plied. The recitals in the dwithout any covenant or equired by law conveying plied. The recitals in the dwithout any covenant or equired by law conveying plied. The recitals in the dwithout any covenant or thus the property so of the truthuleness thereoid, any matters of late shall be conclusive proof the grant and beneficiary, my purchase at the sale. Trustees or in-shall apply the proceeds of approximate to the powers provided herein, trustee shall apply the proceeds of the prevents of (1) the trustee by trustees hall apply the proceeds of the interest of the truste of the trustee and a reasonable exclusion of the interest of the trust including their compensation of the interest of the trust in the trust apply. (2) to the oblightion science of the trust of (1) the site interest apply. If any, to the grantor or to his successor in interest entitled to such 16. Beneticiary may from time to time appoint a successor or succes-

waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. I delault hereunder or invalidate any act done pursuant to such notice. I delault hereunder or invalidate any act done pursuant to such notice. I approximate the any indebtedness secured hereby or in his performance of any indebtedness secured declare all sums secured hereby immulately due and payable. In such any in equity as a morigade or direct the trustee to foreclose this trust ded declare all sums secured hereby immulately due and payable. In such any in equity as a morigade or direct the trustee to foreclose this trust ded declare all sums secured hereby immulately due and payable. In such any in equity as a morigade or direct the trustee to foreclose this trust ded devent secured hereby immulately due and payable. In the secure in the secure and cause to be coursus any other right or the beneficiary at his election any direct due to the beneficiary may have. In the secure direct the secure and cause to be coursus any other right or in the manner power of the said described recided his written notice of default in the manner power of the said described recided his written notice of default in the manner power of the trustee shall is the time and place of sele direct and this effect to foreclose by advertisement and any for default. If the default construct by advertisement and any for default. If the default construct by advertisement and sale, the default or any other person so privileged by CRS 86.73, may cue the default or default. If the default on a failure to pay, when the sums secured may here the default occurred. Any other default the pay when the shall be had no default occurred. Any other default the is capable the default, she person effect the cure shall pay to the default to as the default any default occurred. Any other default the default of secure dires that any case, in adjoornance required under the defaults, the person effect the cure shall pay to the beneficiary all cost together, wit

Branting any easement or creating any restriction thereon: (c) join in any subordination or other adreement allecting this deed or the lien or charge frantee in any reconvariant allecting this deed or the lien or charge frantee in any reconvariant and the recitals therein any matters or lacts shall be conclusive proof of and the recitals therein any matters or lacts shall be conclusive proof of and the recitals therein any matters or lacts shall be not use mentioned in this paragraph shall be not users that \$5. If the there is any of the there is any of the there is any second of the recitals therein the start of the property. The conclusive proof of the paragraph shall be not users and \$5. If the there is any of the there is the start of the second of the there is the second of the second

Vol. m88 Page 10183

....., 1988...., between

28 Ť

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SEVEN THOUSAND SIX HUNDRED FIFTY AND 48/100-----

an mai foss ar dealtreat mit frot brand the focus winds it asturat that while

as Trustee, and as Beneficiary, antou ino OUSIGIA Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property. unaran-SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. TRUST DEED AVALLON OFFICIAL

KLAMATH HOSPICE, INC. an Oregon non-profit corporation as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

88740 TRUST. DEED.

10184

Ily seized in fee simple of said described real pro Frust Deed in favor of Klamath First M75, page 14941, Microfilm Records of assume and pay. d that he will warrant and forever defend the	ith the beneficiary and those claiming under him, that he is law- operty and has a valid, unencumbered title thereto EXCEPT prior Federal Savings & Loan Association recorded in Volume Klamath County, Oregon, which buyer herein agrees to same against all persons whomsoever.
(1) A starting of the start	represented by the above described note and this trust deed are:
The grantor warrants that the proceeds of the loan (and KANANANA AND AND AND AND AND AND AND AND	represented by the above described note and the statistical statistics of the statistics o
ecured hereby, whether or not named as a beneficiary he	binds all parties hereto, their heirs, legatees, devisees, administrators, executors, beneficiary shall mean the holder and owner, including pledgee, of the contract rein. In construing this deed and whenever the context so requires, the masculine lar number includes the plural.
IN WITNESS WHEREOF, said grantor MPORTANT NOTICE: Delete, by lining out, whichever, warrant not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regu- beneficiary MUST comply with the Act and Regulation by mad disclosures; for this purpose use Stevens-Ness Form. No. 1319, c f compliance with the Act is not required, disregard this notice.	station Z, the number of the state of the st
If the inner of the chave is a corporation,	
uie the form of acknowledgement opposite.)	STATE OF OREGON;
STATE OF OREGON,) ss.	County ofKlamath
This instrument was acknowledged before me of	19
	as President of Klamath Hospice, Inc. an Oregon non-profit
(SEAL)	n Notary Fublic for Oregon (SEAL) My commission expires: 8-16-86
My commission expires:	My commission expires
To: To be un To: The undersigned is the legal owner and holder of trust deed have been fully paid and satisfied. You here said trust deed of pursuant to statute, to cancel all e	, Trustee.) I all indebtedness secured by the foregoing frust deed. All sums secured by said t all indebtedness secured by the foregoing frust deed. All sums secured by said to any sums owing to you under the terms of vidences of indebtedness secured by said trust deed (which are delivered to you without warranty, 'to the parties designated by the terms of said trust deed the
herewith together with said trust deed, and to total of estate now held by you under the same. Mail reconvey and the same	ance and documents to
DATED:	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which i	t secures. Both must be delivered to the trustee for concellation before reconveyance will be made.
	STATE OF OREGON,
TRUST DEED	County of
Klamath Hospice, Inc.	was received for record on the
Klamath Falls, OR 97601	at
as Bertelliciary	SPACE RESERVED IN DOOK/ reel/ Volume Area stee/file/instru FOR Page or as fee/file/instru BECORDER'S USE ment/microfilm/reception No
GORDON O. ERLANDSON	Record of Mortgages of said County.
Beneficiary	DE KEWWIJH CONMLA Witness my man and sear of ou-heorite concolleriou County affixed.
AFTER RECORDING RETURN TO	2951 day of a June
MTC WILS- 10 310 D	IBREL DEED By Depu
00.00	

<u>रः</u> स्टब्स्ट्रिय TROUT OF ED 9.84050 12.1.5

10185

EXHIBIT "A" LEGAL DESCRIPTION

A portion of Lots 1 and 2 in Block 43 of NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning on Ninth Street 40 feet Northwesterly of a point formed by the intersection of the Northerly line of High Street with the Westerly line of Ninth Street in said city of Klamath Falls; thence running Northwesterly along said Westerly line of Ninth Street, 40 feet; thence Westerly and parallel with High Street, 80 feet; thence Southeasterly 40 feet; thence Easterly 80 feet to the point of beginning.

Tax Account No.: 3809 032AB 00400

d for record at request June	_ A.D., 19 <u>88</u> at <u>8:35</u>	o'clockM., and d	luly recorded in Vol. <u>M88</u> 0183	
	of	Evelyn Biehn	County Clerk	
5 \$18.00		By Auto	<u>e maanderse</u>	
				نې نورونونونونونونو
			이 있는 것을 통하는 것은 것이 같다. 같은 것은 것은 것은 것은 것은 것은 것은 것을 통하는 것은	