Vol. <u>m88</u> Page<mark>15579</mark> @ Oregon Trust Daved Series-TRUST DEED. MTC-20314C FORM No 91687 nilla TRUST DEED September 19.88 between 지만 00 MODULVIN JIJTE COMSYNA OF as Trustee, and as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY mentlimicrottina revenue No TONCHY WAS CLEANNER . HIGH SHOLE SHIRLEY A. HOLLIDAY In Dook and Policing 120 0.00 VITUESDELLE: VITUE 1.1 as Beneficiary, Xlamath Falis, OR 97605 investing Klamath County, Oregon, described as: SEE ATTACHED LEGAL DESCRIPTION OF WHICH IS MADE & PART HEREOF BY THIS REFERENCE. nauryphiles setting each cataves and the arrest De not fore on desired with their Drad. Of 184 NOTE which it receives both much be definented rei tradite for Bene talast

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereatter appertaining, and the rents, issues and profits thereof and all fixtures now or hereatter 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 with FOR THE PURPOSE OF SECURING AND AND NO 1400.

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not sooner paid, 10 ub curve of the dobt secured by insertibed property, of all becomes due and payable. In alienated by the grantor without iters having sold, car the beneficiary's option, all obligations secured by this instrument, then, at the become immediately due and payable. To protect the security of this trust deed, grantor agrees: To protect the security of an annian and property no god condition 1. To protect, preserve and maintain and property in good and workmanike and repairs not to remove waste of sold property. In good and workmanike therein, shall be come immediately for an annian and property in good and workmanike of commit or puble, or restore, promptly may be constructed, damaged or public of an improvement di costs incurred therefor. To comply with all lad property if the benche Unitorm Commut distroy. To comply with all car organized the benche Unitorm Commut comment of there on offices, as well as imay be, deemed desirable by the proper public officiary may require and to of all line searches mater in an exercising such finary may require and to all offices or damaged or proper public officiary may require and to all prime searches mater in an annunt not pable, to the beneficiary may soon and to the public public officer or offices, as well as illiest finary offices and the finar may require and the beneficiary or provide and the same as a file of all line and to the public organize insurance shall, be deficiary may be demet desirable by the index shall be diversion to procer any such the buildings of one any policy of procure the same af file may for said buildings of any policy of procure the same af file may for said buildings of the enelistery of procure the same af file may for said buildings of the deficiary may be intervent and your deca as contexed, or carry upromine, or a topion of the same af file may for any states, assessed on the processed as the same af file may for any states, assessed of the benelistery, should fina file and the seree and the professed ore mater and polic

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NOTE: The Trust Deed. Act provides that the trustee hereunder must be either tan attainey, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to have surder the laws of Oregon or the United States, a title insurance company authorized to have title to real property of this state, its subsidiaries, officiales, agents or branches, the United States or any agency thereof, or an exrow agent licensed under ORS 696.505 to 696.555.

rument, irrespective of the maturity dates expressed therein, or fracting any essement or creating any restriction thereon; (c) join in any granting any essement or creating any restriction thereon; (c) join in any futnered; (d) reconvey; without warranty; all or any matters or lacts shall legally entitled thereony and the recitals therein of the person or person frantee, in any reconvey and the recitals therein frustee's tees for any of the be conclusive proof of the truthuliness therein for any matters or lacts shall be conclusive proof of the truthuliness therein for the shall be review mentioned in this paragraph shall be not by a receiver to be ap-time without notice, and without regard to mod take possession of said prop-net thereol, in the second and take possession of said prop-ments and profits, including those past due on or otherwise collect the same, rest of essential including those past due on the solution of said prop-less costs and expenses of operation and collection, including reasonable attor-resisting and profits, including those past due thereod, and apply the same, rest est upon any indebtedness secured hereby, and in such order as bene-ney's less upon any indebtedness secured hereby, and in such order as done waive any determine. 11. The entering upon and taking possession of said property, the insurance polic horder. 12. Upon delault by grantor in payment of any indebtedness secured insurant to such rents, issues and profits, or invalidate any act done waive any deault or notice of delault hereunder of invalidate any act done waive any security and the recolution in payment of any indebtedness secured 13. Chord delault by grantor in payment of any indebtedness secured 14. Cloud delault by grantor in payment of any indebtedness from any remedy, efficient at law or in equity, which the beneficient any acts done waive and saids, or may direct the trustee to loreclose this trust deed 14. Secure allaw or in equity, which the beneficient any anote of delault

The additional problem of the cure shall pay to the unsurency all costs and expenses actually incurred in enforcing the obligation of the trust deed indicates, with frustees 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 of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either the property is osold, by marcels and shall sell the trust case or instant, express or instant of the results in the deed of any matters of the sale shall be the property in a solution to the date and the time of sale. Trustee may express or instant percent or instant self and the sale of the trustee may express or instant by property so sold, but any covenant the the shall be conclusive print the property so sold of the trustee is deed in form as required by law conveying of the trustes of the sale. Trustee is thereol. Any person, exclude sale. The conclusive print is thereol. Any person, exclude sale. The conclusive print is the trustee with the sale of the trustee of the trustee is the sale. The conclusive print is the other print of the successor in interest ensures of the trustee self is the deed of the trustee sale. The trustee is the sale is the sale of the trustee sale including the core of the trustee self is the trust deed, (3) the appendence is also interest of the trustee sale. The obligation secured by the trust deed, (3) to all persons altorney. (3) do the successor the successor trustee appointed here surplus. If any, to the family from time to time appoint a successor or successor is any trustee herein mand appointed hereunder. Each such appointment, and without conveyane and duties contered which the property is situated, shall be conclusive proof of persons and the successor is any trustee is and the interment executed by beneficiary or trustee appointment executed by the successor is any trustee appointe therein or tone successor is any appoi

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IN WITNESS WHEREOF, se	aid grantor has hereunto set hi	s hand the day and year first above written.
IMPORTANT NOTICE: Delete, by lining out, while to applicable; if warranty (a) is applicable and is such word is defined in the Truth-in-Lending eneficiary MUST, comply with the Art and be	the deneticiary is a creditor	anty J. Kutter NDY L. RICHTER
eneficiary MUST comply with the Act and Reg lisclosures; for this purpose use Stevens-Ness For f compliance with the Act Is not required, disreg	viation by making required	<u>kria C. Richter</u> RIA C. RICHTER
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Tax Account No.: 3909 OllAD 01400

Beginning at the Southeast corner of Lot 15 in Block 2, SUBDIVISION of Blocks 2B and 3 of HOMEDALE, Klamath County, Oregon; thence North 2 degrees 55' East along the Easterly line of said Lot 15, 262.5 feet to the rear line of said Lot 16; thence North 83 degrees 07' West 73.07 feet; thence South 2 degrees 55' West parallel with the Easterly line of said Lot 15, 270.62 feet to the South boundary of said Lot 15; thence East 73.0 feet, more or less to the point of beginning.

A portion of Lot 15 in Block 2, SUBDIVISION of Blocka 2B and 3 of HOMEDALE, being particularly described as follows:

The West 107 feet of Lot 15 in Block 2 of the SUBDIVISION Blocks 2B and 3 HOMEDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM any portion of the following parcel:

EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 20314-K 15581