NAT	TT 20241P	COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204
FORM No. 881-Oregon Trust Deed Series-TRUST DEED.		
OS KUVINILI OOMIA	TRUST DEED	Vol. <u>m88</u> Page 16116
NOARLVIN LILDE COMENNA THIS TRUST DEED, made this -	23rd	September
JIMMIE D. HUGGINS		, as Trustee, and
as Grantor Mountain Title Compa	iny of Klamach county	
KENNETH G: WEST & ETHEL E: WEST	the least and wife or	survivor
KENNETH G. WEST & ETHEL E. WEST	, Husband and write of	
Peroficiary	(1) 1. 不可能 网络曼萨曼 法收益期间查书簿 1. 引	rustee in trust, with power of sale, the property
in Klamath County,	, Oregon, described as:	
Lot 6 in Block 4 of STEWART ADD in the office of the County Cle LISTICH DELED Tax Account No. 3909-7CA-5200	TTTON according to	the official plac chereor on

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or herealter 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 SIXTEEN THOUSAND AND NO/100-

(\$16,000.00) \_\_\_\_\_\_ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

herein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain snid property in good condition and repair, not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property in good, and workmanlike To complete or restore prompily any be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To complex with all laws, ordinances, regulations, covenants, condi-tions and restrictions allecting said property. It the beneficiary so requests, to join in executing such linancing statements pursuant to the Unitorm Commer-cial Code: as, the beneficiary may require and to pay to tilling same in the cappoper public offices, as well as the cost of all lien searches made by thing officers or bardinuously maintain insurance on the buildings

ion in executing such linancing said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for illing same in the proper public office or offices, as well as the cost of all line searches made proper public office or offices, as well as the cost of all lines searches made proper public officers or isearching agencies as may be deemed desirable by the beneliciary. To provide and continuously maintain insurance on the buildings more of hereafter effected on the said premises against loss or damage by line of the said premises against loss or damage by line of the said premises against loss or damage by line of the said premises against loss or damage by line of the same state of the beneliciary may line to time require, in an anonanies acceptable to the beneliciary, with loss payable so con as insured; by the grantor shall tail for any reason to procure any sup prior to the expiration of any policy of insurance the same at grant placed on said buildings, the beneliciary at procure the same at grant placed on said buildings, any determine, or at option of beneficiary the entire amount so collected, or any part thereol, may be released the form construction liens and to pay all 5. To keep said place of the safe state may be levied or, assessed upon or a facts, assessments and other damage by definer and property before any part the entire and the release and there of the safe state may be levied or assessed upon or angines the beneliciary may request the the release and there of the safe state and the property be apprendiced on said there of the safe state may be levied or. assessed upon or a facts, assessments and other there of any part be defined any part thereol, may part thereol, may be applied to part and there data there of any part of the beneliciary in the rest as a safe and there of the safe state and there there of any part of the there apprend there there apprendices of the safe and th

It is mutually agroed 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, ii it so elects, to require that all or any portion of the monies payable is compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and altorney's less necessarily paid or incurred by grantor in such proceedings, shall be pasted to beneliciary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by ben-ticiary in such proceedings, and the balance applied upon the indebtedness, secured hereby; and grantor agrees, at its own expense; to take such actionary and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time pon written request of bene-liedary, payment of its less and presentation of this deed and the note for endorsement (in case of lull reconveyances, for cancellation), without affecting 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 any teconvey ance may main it and the or appart of the property. The factors is a subordination of the services and thou warranty described as the "person or persons grantee" in any reconveyance may main its deed or the lien or charge subordination of other standard and the services and thou warranty described as the "person or persons feature in any reconveyance may main its persons of the services mentioned in this paragraph shall be not less than \$5. If U upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person by gent or by a receiver to be appined by a court, and without refer upon and take possession of said proprise by a court, and without refer upon and take possession of said proprise is services and exploration and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.
II. The entering upon and taking possession of said property, the collection of such refs, issues and profits, or the proceeds of life and other insurance policies or compensation or awards for any taking or damage of the property, and the application on release thereod as adoresaid, shall not cure or waive any default or notice.

property, and the application or release thereof as alorsceaid, 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 grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the sence with respect to such payment adfor pet una day paybels. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby intervent hereunder, time being of the advertisement and sale, or may direct the trustee to foreclose this trust deed by event the beneliciary at his election may prote to foreclose this trust deed advertisement and sale, or may direct the beneliciary may have. In the event the beneliciary elects to foreclose all the site to foreclose this trust deed in trustee shall execute and cause how any property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation the trustee shall execute and cause to be recorded his written notice of default sale, and at any time provider person so privileded by ORS 86.753, may dee, the default or default if the default consists of a laiture to pay, whind due the sums secured by the trust deed, the default may be cured by payind and endire mount due at the time of the cure other than such portion as would endire mount due had no default occurred. Any other default that is cauble of being cured may the dering the the default on the beneliciary all costs defaults, the person effecting the cure shall pay to the beneliciar obligation or tirty deed.

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 as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the said scale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the time of sale. Trustee shall deliver to the purchase its deed in form as required by law conveying the property so sold, but without any covenant or warning, express or im-pled. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may 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 expense of sale, in-cluding the compensation of the trustee and a reasonable charge by trustees having recorded liens subsequent to the interest of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entilled to such surplus. 16. Beneficiary may from time to time appoint a successor of succes-or to device the subsection.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneticiary may from time to time appoint a successor of successor rots to any trustee named herein or to any successor trustee appoint:d herein under. Upon such appointment, with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made bipritten instrument executed by beneticiary, 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 accepts this trust when this deed, duly executed and backnowledged is made public record as provided by law. Trustee is not obligated to notification or proceeding in which frantor, beneticiary or trustee shall be a party, unless such action or proceeding is brought by trustee.

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 savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

	<u> </u>
The grantor covenants and agrees to an fully seized in fee simple of said described real	d with the beneficiary and those claiming under him, that he is law- property and has a valid, unencumbered title thereto
and that he will warrant and forever defend t	he same against all persons whomsoever.
The second se	<ul> <li>Martin M. Martin M. Karana and Kar Karana and Karana and Ka Karana and Karana and Kara</li></ul>
The grantor warrants that the proceeds of the load (a)* primarily for grantor's personal, family or ho (b) *** *** ****************************	n represented by the above described note and this trust deed are:
This deed applies to, inures to the benefit of and personal representatives, successors and assigns. The term secured hereby, whether or not named as a beneficiary h gender includes the feminine and the neuter, and the sind	binds all parties hereto, their heirs, legatees, devisees, administrators, executors, needliciary shall mean the holder and owner, including pledgee, of the contract
* IMPORTANT NOTICE: Delete, by lining out, whichever warrant not applicable; if warranty (a) is applicable and the benefician as such word is defined in the Truth-in-Lending Act and Rem	has hereunto set his hand the day and year first above written. (a) or (b) is Jimmie D. Huggins Jimme
r compliance, with the Act is not required, disregard this notice.	king:required
STATE OF OREGON	STATE OF OREGON,
This instrument was acknowledged belore me on I and the second s	County of ss. This instrument was acknowledged before me on
2 Dan Olimbastrence	ds
SEAL) BL Notary Public for Oregon My continuistion expires: 8-16-92	Notary Public for Oregon My commission expires: (SEAL)
The second s	EST FOR FULL RECONVEYANCE nly when objigations have been paid.
herewith together with said trust deed) and to reconvey, wit estate now held by you under the same. Mail reconvey.	indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of mees of indebtedness secured by said trust deed (which are delivered to you hout warranty, to the parties designated by the terms of said trust deed the
a service of the second state of the second state of the last second second second second second second second	. na spuriend an al distriction of the second s
De not lose or destroy this Trust Deed OR THE NOTE which it secure	Beneficiary
TRUST DEED	
Jimmie D. Huggins	STATE OF OREGON,         State of OREGON,         Score for the state of County of
CERES CA 95307	ALL AND
AFTER RECORDING RETURN TO	FOR page 16116 or as fee/file/instru- ECORDER'S USE DE DE MILITION MILITION PARTICIPATION NO. 91963, Record of Mortgages of said County. Witness my hand and seal of County affixed.
LHIZ LM(IZL DEED' Dags 1) MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY -(for return to beneficiary) Fee \$13	GALAN STREET EVELyn Biehn, County Clerk
There was post-monormal parts prove press 14113: CCCC 14113	Deputy