

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, if not sooner paid, to be due and payable <u>as per terms of note</u> 19 not sooner paid, to be due and payable <u>as per terms of note</u> 19 of note date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note becomes due and payable. In the event the within described property, or any part thereol, 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's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

The date of flating of the event the within described property, c sold, conveyed, assigned or alienated by the grantor without first have then, at the beneficiary's option, all obligations secured, by this instrum-therein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: To protect the security of this trust deed, grantor agrees: To protect the security of this trust deed, grantor agrees: To protect the security of an in good and workmanlike read repair; not to remove or denolish any roperty. To complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the complete or roovenent which may be constructed, damaged or the constructure of the constructure of the constructure of the constructure and constructure of the constructure in a constructure and continuously maintain insurance on the buildings beneficary. To ovide and continuously maintain insurance on the buildings of the drantor shall be delivered to procure any such insurance and to public of insurance shall be delivered to procure any such insurance and to it the drantor shall be delivered to procure any such insurance and to it deliver shall be diversed to procure any such insurance and to pay and anananis acceptable to the beneficiary may from the constructure of the explice of the drantor shall be delivered to procure any such insurance process shall and such insurance procure any such insurance on a such insurance of the drantor shall be delivered to procure any such insurance on the explice of the drantor shall be delivered to procure any such insurance and to protect or waive and the chardes that may be devel or assessid pon

It is nutually agreed that: 8. In the event that any portion or all of said property shall be taken 8. In the event that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the inder the right of eminent domain or condemnation, beneficiary shall have the accompany to require that all or any portion of the amount required is compared by grantor in such proceedings, shall be recessarily paid or to pay d by first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney is lees, applied by it first upon any reasonable costs and expenses and attorney is lees, applied by it first upon any reasonable costs and expenses and attorney is lees, applied by it first upon any reasonable costs and expenses its take such actions secured hereby; and grantor agrees, all its own expenses to take such actions and excute such instruments as shall be necessary in obtaining such com-gensation, promptly upon beneficiary is rot time upon written request of bene-9. At any time and from time to time upon written request of ben-9. At any time and from timention of this deed and the note for-ficiary; payment of its lees and presences, for cancellation, without altering the liability of any person lor the payment. of the indebtedness, truster may (a) consent to the making of any map or plat of said property; (b) foin in (a) consent to the making of any map or plat of said property; (b) foin in

franting 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 thereoli (d) reconvey, without warranty, all or any part of the property. The thereoli (d) reconvey, without warranty, and there in or marge and legally entitled thereto," and the recrited as the "person or persons prantee in any reconveyance may be discribed as the "person or persons prantee in any reconveyance may be discribed as the "person or persons prantee in any reconveyance may be discribed as the "person or persons beconclusive proof of the truthuliness hereoil. Trustee's lees for any of the beconclusive proof of the truthuliness hereoil. Trustee's lees and any at any 10. Upon any delault by grantor hereunder, beneficiary may at any 10. Upon any delault by grantor hereunder, beneficiary may at any 10. Upon any construct orter upon and take possession of said prop-the indebtedness hereby security offer upon and take possession of said prop-the sources and expension of an end the possession of said prop-rest or any part thereoi, in the own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, issues and prolits, uncluding those past due and unpaid, and apply the same, issues and prolits, uncluding those past due and unpaid, and apply the same, issues and prolits, uncluding the same secured hereby, and in such order as ben-rey's tees upon any indebtedness secured horeby, and in such order as ben-ibidary may determine. 11. The entering upon and taking possession of said property, the insurance policies or compensation or release thereol as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any net done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereber of in his antiperson of any indebtedness secured

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 grantor in payment of any indebtedness secured thereby or in hispet to such payment and/or performance, the beneliciary may essence with respected to such payment and/or performance. In benelicity may declare all benelicity at his election may proceed for the benelicity may essence with respect to such payment and/or performance, the benelicity may essence with respect to such payment and/or performance. In such an declare all benelicity at his election may proceed for locatose this trust deed event the benelicity at his election may proceed for locatose this trust deed event the benelicity at his election may proceed for locatose this trust deed event the benelicity at his election may proceed for locatose this trust deed devent the benelicity at his election may proceed for locatose this trust deed protectister election locatose by deventisement and sale, the benelicity or advertisement and sale, or may direct the trustee to lorgerly may have. In the event in remody, election to lorgerly be recorded his written notice of default and his election to sell the said described and proceed to lorgelose this trust deed notice thereof as then required by 6735 to 86.795. In the manner provided in ORS 64 and proceeds to lorgelose by advertisement and sale, and at any time prior her person so priviled by ORS 86.753, may cured the default or defaults, trust deed, the default may be cured by paying the is sum and the air no default occurred. Any other default is capable of ont then be due hair no default occurred. Any other default is capable of ont then be due hair no default occurred. Any other default is capable of obligation or trust deed. In any case, in addition to curing the default or being cured mays deed. In any case, in addition to curing the default or obligation or the trust deed is an other sof default is the

and expenses actually incurred in enforcing the obligation of the trust 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 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 covant or warranty, express or im-plied. The recitals in the deed of any mair scluding the trustee, but including the truthfulness thereol. Any personae scluding the trustee, but including the function and beneficiary, may purch to the powers provided herein, trustee shall apply the proceeds of sale to the node and a reasonable charke by trustees that their interests may appear in the order of their priority and (4) the surplus, 11 any, to the bilgation secured by the trust deed, (3) to all persons under. Upon such appear to the interest of the trustee milted to success or to any trustee name therein or to any successor to may interest of any trustee name therein or to any successor to any trustee successor under. Upon such appoint herein or to any successor to any trustee hard and the convergance to the conferred upon any trustee herein and or appoint the successor of any successor under. Upon such appoint herein or to any successor the successor under. Upon such appoint here of appoint excessor or any which, when recorded in the mortgage recorded here county or counties in which, when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage records of any counties in which he property is situated, shall be conclusive proof of proper appointer of the successor trustee.

and substitution shall be intermortgage records of the county of component which, when recorded in the mortgage records of the county of componentment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. This trust when this deed, duly executed and 17. Trustee accepts this trust when this deed, duly executed and chrowledged is made a public record as provided by law. Trustee is no obligated to notily any party hereto of pending sale under any other deed of obligated to notily any party hereto in which grantor, beneficiary or trustee trust or jot any action or proceeding in which grantor, beneficiary 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 on attorney, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan 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 escow agent licensed under ORS 676.505 to 676.505. test.

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v seized in fee simple of said described real proper	en & Julie Evans which the grantor
(a) A set of the se	
The grantor warrants that the proceeds of the loan repre (a)* primarily for grantor's personal, family or househol (b) for an organization, or (even if grantor is a natura	esented by the above described note and this trust deed are: Id purposes (see Important Notice below), al person) are for business or commercial purposes.
This deed applies to, inures to the benefit of and binds sonal representatives, successors and assigns. The term bene ured hereby, whether or not named as a beneficiary herein, nder includes the feminine and the neuter, and the singular r	s all parties hereto, their heirs, legatees, devisees, administrators, executors, eliciary shall mean the holder and owner, including pledgee, of the contract . In construing this deed and whenever the context so requires, the masculine number includes the plural.
IN WITNESS WHEREOF, said grantor has	hereunto set his hand the day and year first above written.
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (e) t applicable; if warranty (a) is applicable and the beneficiary is a such word is defined in the Truth-in-Lending Act and Regulatio neficiary. MUST. comply with the Act and Regulation by making sclosures; for this purpose use Stevens-Ness Form No. 1319, or eq compliance with the Act is not required, disregard this notice.	n Z, the required
the signer of the above is a corporation, the form of acknowledgement opposite.)	
TATE OF OREGON; County of Klamath This instrument was acknowledged before me on eptember 39, 19,88 by harles R. Moore	STATE OF OREGON, } County of } This instrument was acknowledged before me on 19
SEAL) My commission expires: (-/6-92	of Notary Public for Oregon (SEAI My commission expires:
	T FOR FULL RECONVEYANCE
	lý when obligations hove been peid. Com se se planta se p Com se planta
The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, wit estate now held by you under the same. Mail reconveyance	indebtedness secured by the foregoing trust deed. All sums secured by sa are directed, on payment to you of any sums owing to you under the terms inces 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 to and documents to
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secu	
TRUST DEED	STATE OF OREGON, County of I certily that the within instrume
TRUST DEED CONTRACT DEED TRUENT MESS LAW PUB. CO. PORTLAND. ONE MOORE S30 PACUATIC DAVAGE (1) VIAMAT JULIO, DE 9760)	STATE OF OREGON, County of I certity that the within instrume was received for record on thed ofo'clockM, and record in hock/teel/volume No
TRUST DEED 200 (FORM No. 801) 01 JEGIT STEVEND-NEES LAW PUB. CO. PORTLAND. ONE MOO. TE 830 PACLUTIC DENTACE XIAMATA DILLO, DE 9760 1 Gibbs Gibbs East 4023 Chris Court	STATE OF OREGON, County of

16293

20423-D Order No.:

EXHIBIT "A" LEGAL DESCRIPTION

Lot 3 of Block 37, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the

Beginning at the most Northerly corner of Lot 3, Block 37, HOT SPRINGS ADDITION to Klamath Falls, Oregon; thence South 61 degrees 42' West along the line between Lots 2 and 3 of said Block 37, a distance of 87.5 feet; thence South 28 degrees 18' East, one foot; thence North 61 degrees 42! East 87.5 feet to the Northeasterly line of said Lot 3; thence North 28 degrees 18' West, one foot to the point of beginning, being a portion of Lot 3, Block 37, Hot Springs Addition to Klamath Falls, Oregon.

Tax Account No.: 3809 028BC 09800

STATE OF OREGON: COUNTY OF KLAMATH: ss	
Filed for record at request of	<u>/88</u> ,
of Evelyn Biehn . County count By <u>Quantine Multime</u> FEE \$18.00	