Vol. m		

	th day of October 19.88 between
THIS TRUST DEED, made this	th day of
WILLIAM D. HORN and BARBARA J.	HORN, husband and wile
WILLIAM D. HORN and	

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

PHILLIP O. DE PRATO and MAE LOYCE DE PRATO, husband and wife

To have been accessed that that their the the the tradit material property from court to according to the flavor

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property palaipitas as a since

Lot 3, SUBDIVISION OF TRACTS B & C, FRONTIER TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3606-010CB-01000.

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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable per terms of Note 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due, and payable.

To protect the security of this trust dead.

herein, shall become immediately due and payable.

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 demoish any building or improvement thereon; not to commit or permit any waste of said property.

To complete or restore promptly any be constructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, the destroyed thereon, and pay when due all costs incurred therefor, the destroyed in the said property; it is the beneficiary to request to the said property in that to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the call Code as the beneficiary may require and to pay for filing same in the call Code as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance on the buildings

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary covenants, conditions and restrictions allecting said property; if the beneficiary covenants, to include a security of the covenants of the Uniform Commercial Code as the beneficiary may require and to the Uniform Commercial Code as the beneficiary may require and so for filling same in the covenants of the Uniform Commercial Code and the covenants of the Uniform Commercial Code and continuously maintain insurance on the buildings of the covenants of the covena

It is mutually agreed that:

It is expected that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the right, if it is elects, to require that all or any portion of the monies payable right, it is so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay and response to the amount required to pay and the payable to the representation of the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance, to take such actions in such proceedings, and the balance, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request pensation, promptly upon beneficiary is request pensation, promptly upon beneficiary's request promoved the indebteness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for

granting any easement or creating any restriction thereon; (c) join in any subordination or other afgreement allecting this deed or the lieu or charge subordination or other afgreement allecting this deed or the lieu or charge subordination or other afgreement allecting this deed or the lieu or charge subordination or other afgreement allecting this deed or the lieu or charge subordination or other afgreement allecting this deed or the lieu or charge subordination or charge and the collab therein of any matters or lacts shall legally entitled erector. and the recitals therein of any matters or lacts shall legally entitled protocol of the truthfulness thereof. Trustee's fees for any of the conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned the angular thereof the adequacy of any security for pointed by agent or by a receiver to be applicated to the adequacy of any security for pointed by agent or the adequacy of any security for pointed by part thereof, in its own name sue or other paragraph and profits, including those past due and unpaid and apply the same, issues and profits or the proceeds of tire and other inclusions and expenses of operation and collection including reasonable attorned property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid shall not cure or property, and the application or release thereof as aforesaid.

A Lypon default by grantor in payment of any in

together with trustee's and attorney's fees 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 separate parcels and shall sell the parcel or parcels at auction; to the highest bidder for eash, payable at the title by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property sold, but without any covenant or warranty, express or important of the feed of any matters of lact shall be conclusive proof of the trushfulness thereof. Any person, excluding the trushfulness thereof. Any person, excluding the trushed, but including the grant and beneficiary, may purchase at the sale trustee, but including the grant and beneficiary, may purchase at the sale trustee, but including the compensation of the trustee and reasonable charge by trustee's shall apply the proceeds of sale to payment of 1) the expenses of sale, including the compensation of the trustee and reasonable charge by trustee's attempt, (2) to the obligation secured by the trust deed, (3) to all persons attempt, (2) to the obligation secured by the trust deed, (3) to all persons the proof of the property of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any trustee person have trustee person because the time appoint a successor or successors to any trustee person have trustee person because the condition of the time to time appoint a successor or successors to any trustee person the condition of the condition of the case of the condition of the case of the condition of the condition of the case of

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to successor trustee and therein or to any successor trustee appointed herein or to any successor trustee appointed herein and without conveyance to the successor trustee. He latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment yand substitution shall be made by written 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.

17. Trustee accepts this trust when this deed, duly executed and a provided by a successor trustee is not acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of 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 an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to de business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to de business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except none and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delote, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a reditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319; or equivalent. If compliance with the Act is not required, disregard this notice. BARBARA J (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON County of SAN DIEGO County of .. This instrument was acknowledged before me on This instrument was acknowledged before me on October 10 ,19 88 by WILLIAM D. HORN and BARBARA J. HORN Brook Oldallan Notary Public CALIFORNIA Notary Public for Oregon My CAPICIAL LEAF EXPITES (SEAL) My commission expires: 1/21/92 BROOKE D. WALLACE NOTARY PUBLIC - CALIFORNIA Principal Office in Son Diego County REQUEST FOR FULL RECONVEYANCE My Commission Expires Jan. 21, 1992 Trustee 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 trust deed of pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mall reconveyance and documents to the section of the engine real character by ${\cal D}_{\rm constant}$ of ${\cal D}_{\rm$ τους. an it is ment then be Beneficiary not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m TRUST DEED of the county great of while County of the County of Klamath 3 C LEOVALES INVOISE SECOND I certify that the within instrument CO STEVENS NESS LAW PUB CO PORTLAND ORE. was received for record on the 12th. day WILLIAM D. HORN and BARBARA J HORN SE GOLDEN SE Oct. ,19 88 9413 Winter Gardens Blvd, Apt. **#5** at 2:05 o'clock A.M., and recorded Lakeside, CA 92040 SPACE RESERVED in book/reel/volume No. M88 on Grantor PHILLIP O. DE PRATO and MAE LOYCE DE PRATO RECORDER'S USE page 17102 or as fee/file/instru-P.O. Box 438 ment/microfilm/reception No. 92523, Anza; CA 92306 Record of Mortgages of said County. IT OF KEATHATH COURTS Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO THE County affixed.

J. HOHN, nusbend and with

Fee \$13.00171 DEED

t 4.13

Evelyn Biehn, County Clerk

By accless Multiraide Deputy

NAME

MOUNTAIN TITLE COMPANY OF

KLAMATH COUNTY

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