FORM No. 881--Oregon Trust Deed Series-TRUST DEED. OT

KLAWA B3005 OR 96703 TERRET DEED 2572 20 PLH 2L WITH RIGHT OF RENEWAL AND FUTURE ADVANCES 20*THIS* TRUST DEED, made this 30TH day of SEPTEMBER 1988, b ROBERT J. BOGATAY AND RICHARD F. BOGATAY Each as to an undivided interest An Vol.mer Page17884 estate in fee simple as tenants in common as Grantor, WILLIAM P. BRANDSNESS SOUTH VALLEY STATE BANK , between ಕ್ಷೇತ್ರ ಮುಂದಿ ಪ್ರದೇಶವನ್ನು ಪ್ರಚಿಷಣ

..., as Trustee, and as Beneficiary, 105 (SUPELOL ETCHUSE ET BORWEY Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property inKLAMATH......County, Oregon, described as: Lot 3, Block 14, Original Town of Klamath Falls (Linkville), according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Northwesterly 8 feet thereof, as conveyed to the City of Klamath Falls, by deed recorded February 11, 1925 in Volume 65, page 307, Deed Records of Klamath County Oregon .

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 thereot and all fixtures now or hereafter attached to & used in connecion with said real estate. in anywise

sum of ______**ONE_HUNDRED_TWENTY_EIVE_THOUSAND_DOLLARS_AND_NO/100'S**

note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable <u>SEPTEMBER 30</u>, 19.98. 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary herein, sail become immediately due and payable. The date date date written consent or approval of the beneficiary therein, the security of this trust doed access to the secure of the maturity dates expressed therein, or

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 becomes one and payable. In the sector with the grantor without first herein, at the beneficiary's option, all obligations secured by this instruction, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:

 To protect, preserve and maintain said property in good condition in any to protect the security of the security in good security.
 To protect, preserve and maintain said property in good and workmanike of the security in good security.
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It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken inder the right of eminent domain or condennation, beneficiary shall have the right, it is to else of the require that all or any portion, beneficiary shall have the accompensation for require that all or any portion the amount required to pay all reasonable costs, expenses and altorney's level and the baselly paid or applied by it first upon much taking, meets and expenses and atterney's level for the trial and appellate courts, necessarily paid or incurred by the secured hereby; and frantor, affects, all its own expense, to take such actions and treetby; and frantor, affects, all its own expense, to take such actions pensation, promptly upon beneficiable to the obtained such action-ing of the frant any time and from frants of time upon the index of bene-pensation, promptly upon benefician of the accessary in obtaining such com-iterary, 9. At any time and from frants of the payment of the indebietdeness, trustee may (a) consent to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

surplus, if any, to the granter or to his successor in interest entitled to such surplus. If any, to the granter or to any successor in interest entitled to successor under. 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, and without conveyance to the successor upon such appointment, and without on the successor upon such appointment, and without on the successor upon such appointment of the successor in the successor upon such appointment of the successor of the successor upon such appointment of the successor in the successor in the successor in the successor in the second in the morigage records of the successor inpointment of the successor frustee. If, Trustee accepts this trust when this deed, duly executed and abdigated to notify any party hereto of performed and any action or proceeding in which granter, derived device applied and applicated in the more applied and applied and applied and applied appli

proceed to forcelose this trust deed in the manner provided in ORS 86.735 to 13. After the trustee has commenced forcelosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileded by ORS 86.733, may cure sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would being cured may be cured by tendering the performance required under the default, the person effect on the that is capable of obligation or trust deed. In any case, in addition to curing the default of the default, such the cures in addition to curing the default of the trust deed. In any case, in addition to the beneficient all costs together with trustee's and attorney's ters not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and attacts.

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 lows 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.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid; unencumbered title thereto 17885 e sole An te