No. 881-Oregon Trust Deed Series-TRUST DEED.	ATCH 0/032783.00VRIGHT 1800 0TC	<u>78</u> Page 19258
93862	TRUST DEED	1988 between
THIS TRUST DEED, made the	TRUST DEED VOI	······································
NANCY JUAN GUEUKNIK	CROW, INC.	, as Trustee, and
Grantor, ASPEN TITLE & DO DIANNE COLBY	CROW, INC.	
	WITNESSETH: gains, sells and conveys to trustee in trust, w ty. Oregon, described as:	1
Grantor irrevocably grants, bar Klamath	gains, sells and conveys to the sells and conveys to the sells and conveys to the sells and the sells are sells	County of
Lot 7 in Block 2 of	PINE GROVE RANCHEILES, III	Councy of
Klamarn, State	ATT INCLUSIVE TRUST DEED AN	D IS BEING
RECORDED SECOND MAD	LOAN ADD LOAN ADDOURTE	- 3
SEE EXHIBIT "A" ATTA	CHED HERETO AND BY INIS KHILL	
	themasts and appurtenances and an other	ghts thereunto belonging or in anywise ereafter attached to or used in connec-
tion with said real estate.	RING PERFORMANCE of each agreement of one of the second No/100-	
sum of IWENII IIIICOD	00) Dollars, with interest there	ment of principal and interest hercol,
note of even date herewith, payable to be	at maturity of Note, 19	which the final installment of said hole any interest therein is sold, agreed to be
becomes due and payable. In the event is becomes due and payable. In the event is becomes due and payable or alienated by	the grantor without first having obtained the of the	
herein, shall become immediately due and herein, shall become immediately due and	st deed, grantor agrees: st deed, grantor agrees: granting any easement or cl granting any easement or cl granting or other agrees	eating any restriction thereon, (c) point charge
not to manufacte of restore protection	ding or improvement in any reconveyance ty, in good and workmanlike grantee in any reconveyance and ing and workmanlike grantee in any reconveyance of the type of twpe of type of the type of twpe of	the recitals therein of any matters or facts stand ruthfulness thereoi. Trustee's tees for any of the ruthfulness thereoi. Low then \$5.
manner any building or improvement which a destroyed thereon, and pay when due all costs in destroyed thereon, and pay when all laws, ordinance 3. To comply with all laws, ordinance mod restrictions allecting said property; i	the beneficiary so requests, to summer the bunch of the uniform commer- pointed by a court, and without notice, either pointed by a court, and without notice, either	thout regard to the adequacy of any security in thout regard to the adequacy of any security in the possession of said prop
manner any building van hen due all costs in destroyed thereon, and pay when due all costs in tions and restrictions allecting said property; i join in executing such linancing statements pu cial Code as the beneficiary may require and proper public oflice or offices, as well as the proper public officers or searching agencies as m by filing officers or searching agencies as m	y be deemed desirable by the issues and profits, including	peration and collection, including reasoner as ben
beneficiary. 4. To provide and continuously main 4. To provide and continuously main now or herealter erected on the said premise now or herealter bazards as the beneficiary main the bazards as the beneficiary main the bazards as the baneficiary main the based of the bazards as the baneficiary main the based of the bazards as the baneficiary main the based of the based	ain insurânce da arage by fire ney s tes observatione. against loss or damage by fire in ficiary may determine. y from time to time require, in ficiary may determine u VALUE	pon and taking possession of said property, in ues and profits, or the proceeds of fire and oth ues and profits, for any taking or damage of t
poncies deantor shall fail for any reason of leas	litteen days prior to theildings pursuant to such notice.	on or release increander or invalidate any act us to of default hereunder or invalidate any act us
tion of any policy of insurance now of the the beneficiary may procure the same at the beneficiary may fire or other insurance i	grantor's expense. The annount hereby or in his performa	h payment ana/or perton and payable. In such
may determine, or at option of beneficialy may determine, or at option of beneficialy	Such application or release shall event thity as a mortgage in equity as a mortgage	may direct the trustee to pursue any have. In the every equity, which the beneficiary may have. In the every equity, which the beneficiary and sale, the beneficiary
5. To keep said premises free homes 5. To keep said other charges that n taxes, assessments and other charges that n taxes, assessments before any part of	ay be levied or assessed upon of the benchmark all execute a uch taxes, assessments and other and his election to sell the ecomptive deliver receipts therefor	said described real property to satisfy the observed and place of sale, in the trustee shall fix the time and place of sale, in the trustee shall increased to foreclose this trust of the same satisfy the same s
to beneticiary; should the grantor fail to ments, insurance premiums, liens or other ments, insurance premiums, and the providing bene	harges payable by grantor, elitation notice there are provided in iciary with lunds with which to iciary with lunds with which to a strong make payment thereof.	tee has commenced foreclosure by advertisent of the trustee conducts or to 5 days before the date the trustee conducts or to 5 days before the date day ORS 86.753, may
hereby, together with the obligation become	a part of the debt secured by this a part of the debt secured by this the default or defaults. sums secured by the tr	If the default default may be cured by purples ust deed, the default may be cured by purples a time of the cure other than such portion as w
covenants, hereof and for such payments as the erty hereinbefore described, as well as the erty hereinbefore they are bound for the	payment of the obligation herein being cured may be cu payment of the obligation herein being cured may be cu immediately due and payable with obligation or trust deec immediately of the beneficiary, defaults, the person eff	the dy tendening, in addition to curing the de- t. In any case, in addition to the beneliciary all ecting the cure shall pay to the beneliciary all neutred in enforcing the obligation of the trust neutred in enforcing the condition of the amounts pro
out notice; and the nonpayment trust deed render all sums secured by this trust deed	immediately due and payaore and and together with trustees a trustee of this trust including the cost by law. 14. Otherwise, t	he sale shall be held on the date and at the time he sale shall be held on the time to which said sale notice of sale or the time to which said property
of title search as with or in enforcing this of in connection with or in enforcing this of lees actually incurred.	action or proceeding purporting to in one parcel or in sa divisory or trustee; and in any suit, the or trustee; and in any suit, auction to the highest	parate parcers and payable at the time of sale. A bidder for cash, payable at the time of sale. A rchaser its deed in form as required by law con rchaser its deed in form as required by express
affect the secting in which the benefic action or proceeding in which the benefic any suit for the foreclosure of this deco any suit for the of title and the benefic	it is trustee may appear, including sharp operty so sold, to pay all costs and expenses, in- to pay all costs and expenses, in- ny's or trustee's attorney's lees; the plied. The recitals in t ary's or trustee's attorney's lees; the of the truthulness the of the truthulness the plied.	but without any matters of fact shall be conclusion the deed of any matters of fact shall be conclusion recoil. Any person, excluding the trustee, but inter- ciary, may purchase at the sale.
amount of attorney's fees mentioned in amount of attorney's fees mentioned in fixed by the trial court and in the even fixed by the trial court, grantor turthen decree of the trial court, grantor turthen	of an appeal from any puosities and appeal from any stream of the shall apply the procein cluding the compensation of the shall apply the procein cluding the compensation of the shall apply the shall apply the procein cluding the compensation of the shall apply the shall apply the shall apply the procein cluding the compensation of the shall apply	ds of sale to pay and a reasonable charge by ion of the trustee and a reasonable charge by biligation secured by the trust deed, (3) to all obligation secured by the trust deed, (3) to all
ney's fees on such appeal. It is mutually agreed that: It is mutually agreed that:	dand as their interests	may appear to his successor in interest entitled
right, if it so elects, to require that all right, if it so elects, to require that all as compensation for such taking, which as compensation costs, expenses a	are in excess of the amount reducts are in excess of the amount reducts and altorney's lees necessarily paid or s, shall be paid to beneliciary and s, shall be paid to beneliciary and trustee, the latter s	appointment, and with all title, powers and duties all be vested with all title, powers and duties in named or appointed hereunder. Each such app be be
applied by it first upon any reasonants,	costs and up and or incurred by dener necessarily paid or incurred by dener alance applied upon the indebtedness alance applied upon the indebtedness which, when record which the property	d in the mortgage records of the could be app s situated, shall be conclusive proof of proper app
secured hereby; and grantor agrees, as and execute such instruments as shall and execute such instruments as shall pensation, promptly upon beneliciary's pensation, promptly upon beneliciary's	be necessary in obtaining such other request. to time upon written request of bene- to time upon written req	accepts this trust as provided by law. It is ide a public record as provided by law. It is ide a public record as provided by law.
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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 compo 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 r property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 6565. 111

The grantor covenants and agrees to ar fully seized in fee simple.	nd with the beneficiary and those claiming under him, that he is
served in ree simple of said described real	nd with the beneficiary and those claiming under him, that he is I property and has a valid, unencumbered title thereto
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and that he will warrant and forever defend t	he same poning .
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11 And Andrew processing and a start of the start of t	(4) Device (Additional and Additional Additional (Additional) (Addi
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The grantor warrants that the proceeds of the loan (a)* primarily for grantor's personal, family or how (b) for an organization, or (even if grantor is a n	represented by the above described note and this trust deed are: usehold purposes (see Important Notice below), natural person) are too too
	and tot Dusinese or and
personal representatives, successors and assigns. The term	binds all parties hereto, their heirs, legatees, devisees, administrators, execu- beneficiary shall mean the holder and owner, including pledgee, of the con- trein. In construing this deed and whenever the context so requires, the manu- tal number includes the plural.
IN WITNESS WHEDGO	binds all parties hereto, their heirs, legatees, devisees, administrators, execu beneticiary shall mean the holder and owner, including pledgee, of the con rein. In construing this deed and whenever the context so requires, the masc lar number includes the plural.
* IMPORTANT	has hereunto set his hand the day and year first shows in
is such warranty (a) is applicable and the twarranty	
eneficiary MUST comply with the Act and Regulation	is a creditor NT
ine Act is not required, disregard this notice.	equivalent,
f the signer of the above is a corporation, • the form of acknowledgement opposite.]	
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The undersigned is the legal owner and holder of out in	가 있는 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있다. 가지 않는 것이 있는 것이 같은 것이 있는 것이 같은 것이 있는 것 같은 것이 있는 것이 같은 것이 있는 것
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and by you under the same. Mail reconveyance an	a documents to the second of t
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THIS DEED OF TRUST IS AN ALL-INCLUSIVE TRUST DEED AND IS SECOND AND SUBORDINATE TO THE TRUST DEED NOW OF RECORD DATED JULY 11, 1979, and RECORDED JULY 12, 1979, IN BOOK M79 AT PAGE 16411, IN MORTGAGE RECORDS OF KLAMATH COUNTY, OREGON, IN FAVOR 16411, IN MORTGAGE RECORDS OF KLAMATH COUNTY, OREGON, IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, A COR-PORATION, AS BENEFICIARY, AND DIANNE SMYLIE, NOW KNOWN AS DIANNE COLBY, AS GRANTOR, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. DIANNE COLBY, BENEFICIARY HEREIN, AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION. FAVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, AND WILL SAVE TRUSTOR HEREIN, NANCY JOAN GOECKNER, HARMLESS AND WILL SAVE TRUSTOR HEREIN, NANCY JOAN GOECKNER, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING AND DAVMENTE DUE HOON CATE DETOR NOTE AND TRUET DEED TRUETOR ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTOR ANI FAIMENTS DUE OFON SALD PRIOR NOLE AND IRUST DEED, IRUSTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS SO PAID RECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.



STATE OF OREG	ON: COUNTY OF KLA				
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of <u>Nov</u> .	A.D., 19 88	<u>spen Title Co.</u> at <u>11:11</u>			
FEE \$18.00	<u> </u>	Joi Lgages	o'clockA.M.,	and duly recorded in 19258	day
			·	County Clerk	lendore

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