_		Tonuary	1989, between
THIS TRUST DEED, made this JIMMIE D. HUGGINS & ALFREDA M.	5th day of	Januari	divided 1/2 interest
THIS TRUST DEED, made this	HUGGINS, husband	and wite as to au um	11-14-4 1/2 interes
JIMMIE D. HUGGINS & ALFREDA M. § JUSTIN G. CHAULET & DIANA K.	CUAIT ET bushand	and wife as to an un	11V1ded17.2112C220
& JUSTIN G. CHAULET & DIANA K. as Grantor, MOUNTAIN TITLE COMPANY	CHAULLI MADDE	7	, as Trustee, and
MOUNTAIN TITLE COMPANY	OF KLAMAIH COUNT.		
as Grantor, 1000121121			

ELIZABETH A. THOMPSON

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

Lot 1 in Block 13 of FAIRVIEW ADDITION NO. 2 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.

3809-29CA-9900 Tax Account No.:

(\$1,663.72)

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 not sooner paid, to be due and payable

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 sooneyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the protect the security of this trust deed departs advantaged.

To protect the security of this trust deed departs advantaged.

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

2. To maintain the property in good and workmanlike
manner any building or improvement which may be constructed, damaged or
destroyed thereomy and pay when due all costs incurred therefor.

tions and restrictions attecting said property; if the brediciary so requests, to
tions and restrictions attecting said property; if the brediciary so requests, to
cial Code as the beneficiary may require and to pay for tiling same in the
proper public office or offices, as well as the cost of all lien searches made
proper public office or offices as same to the Uniform Comment
by tiling officers or searching agencies as may be deemed desirable by the
butilities.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions attecting said property; if the beneficiary so requests, to the securing such linancing statements pursuant to the Uniform Commercial Code of the beneficiary may require and to py for liting same in the cast of the beneficiary may require and to py for liting same in the proper 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 by liting officers or searching agencies as may be deemed desirable by the by liting officers or searching agencies as may be deemed desirable by the by liting officers or searching agencies as may be deemed desirable by the by liting officers of the searching agencies as may be deemed desirable by the by liting officers of the searching agencies as may be deemed desirable by the by liting officers of the searching agencies as may be deemed desirable by the by liting officers of the searching agencies as may be deemed desirable by the public officers of insurance and only the search of the sea

It is mutually agreed that:

3. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or to pay all reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses on the indebtedness ficiary and the balance applied upon the indebtedness eccured hereby; and grantor agrees, at its own expenses, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's requirements of betaining such compensation, promptly upon beneficiary's requirement on written request of beneficiary, payment of its fees and presentation of this deed and the note for 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 the payment of the indebtedness.

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charke thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The thereol is any part of the property and the recitals therein of any matters or lacts shall legally entitled thereon and the truthulmens thereol. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$53.

10. Upon any detault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court and without regard to the adequacy of any security for pointed by a court and without regard to the adequacy of any security for pointed by a court and without regard to the adequacy of any security for any profits, including those past due and unpaid, did apply the same, issues and expenses of operation and collection, including reasonable atterless the expenses of operation and collection, including reasonable atterless and expenses of operation and collection, including reasonable atterless and expenses of operation and collection, including reasonable atterless and expenses of operation and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or pursuant to such notice.

1. The entering upon and taking possession of said property, the collection of such and profits or in various and the security of the proceeds of the proceeds of the said control of the proceeds of the proceed o

proceed to foreclose this trust deed in the manner provided in ORS 80.735 to 86.795.

13. After the trustee has commenced foreclosure 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 privileged by ORS 86.753, may cure the delault or defaults. If the default consists of a failure to pay, when due not 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 worth on the bedue had no default occurred. Any other default is capable of not then be due had no default occurred. Any other default is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs 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.

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 in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or in separate parcels and shall sell the parcel or parcels at suction to the hister bidde to cash, payable at the time of sale. Trustee auction to the hister bidde to cash, payable at the time of sale. Trustee shall deliver to sold but without any covenant or wardaty, express or implied. The conclusive proof pied. The trusthulness thereof. Any person, excluding the trustee, but including of the trustree sells pursuant to the howers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's shall apply the proceeds of sale to payment of the hereoff of the superior of the subsequent of the interest of the trustee in the trust having treorded lens subsequent 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.

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

16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee, and substitution shall be vested without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferent upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mytigate records of the county or counties in which, when recorded in the mytigate records of the county or counties in of the successor trustee.

17. Trustee secepts this trust when this deed, duly executed and 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, heneficiary 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 sovings 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.

By Auline Millerater Deputy

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 prior Trust Deed recorded in Volume M86, page 6930 Microfilm Records of Klamath County, Oregon, which buyers herein agree to assume and pay

and that he will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs legaters devisees administrators execut

personal representatives, successors and assigns. The term secured hereby, whether or not named as a beneficiary her gender includes the leminine and the neuter, and the singu	beneticiary shall mean the h rein. In construing this deed t	and whenever the context so requires, the	he contract
IN WITNESS WHEREOF, said grantor	has hereunto set his hand	I the day and year first above write	ten.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regul beneficiary MUST comply with the Act and Regulation by mak disclosures; for this purpose use Stevens-Ness Form No. 1319, or If compliance with the Act is not required, disregard this notice.	lation Z, the king required or equivalent.	mie Offregins Huggins M. Huggins M. Huggins	
(If the signer of the above is a corporation, use the form of acknowledgement apposite.)	Diana K.	Chaulet Maulis Chaulet	
STATE OF GREGON, Countrol This instrument was acknowledged before me on Justin D. Chaulet + Diaria K Chaulet	STATE OF OREGON, County of This instrument was ac. 19, by	knowledged before me on	
(SEAL) Notary Public for Oregon (SEAL) My commission expires: 8-1592	Notary Public for Oregon My commission expires:	1	(SEAL)
	} ss.	signed, a Notary Public in and for PREDA M, HUGGINS	by said 'erms of to you leed the
, personally known proved to me on the basis of satisfactory evid the persons whose name are subscriwithin instrument and acknowledged that touted the same. WITNESS my hand and official seal.	lence to be ibed to the	OFFICIAL SEAL JEANNE JORDAN NOTARY FUSIC CALIFORNIA PRINCIPAL OFFICE IN STANISLAUS COUNTY COMM. EXP. JUNE 23,1991	de.
Jimmie D. Huggins, et al 2433 Orchard Klamath Falls, OR97603	SPACE RESERVED	County of	3th day , 1989 recorded
Elizabeth A. Thompson 1810 Crescent 1810 Crescent Regionally OR 97601 Beneficiary AFTER RECORDING RETURN TO	FOR RECORDER'S USE	page7.69 or as fee/fil ment/microfilm/reception No Record of Mortgages of said Co Witness my hand and County affixed.	96046, unty.
MOUNTAIN TTILE COMPANY		Evelyn Biehn, County	Clerk

Fee \$13.00

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