	21st	day of	February		, 19.89	, between
THIS TRUST DEEL WILLIAM J. CRAIN & C.	LLIE CELESTE, not as	tenants i	n common	but with	the	
. le ef aumuivorchi	·					
right of Survivorships Grantor, MOUNTAIN TI	ILE COMPANY OF KLAMAI	H COUNTI			, as 7	Tustee, and
	DAT OPENTE UNION					

FOREST PRODUCTS FEDERAL CREDIT UNION

as Beneficiary.

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WITNESSETH:

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

> SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

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

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 complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property: if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

ion and restrictions altecting said property; if the beneficiary so requests, to ich in and restrictions altecting said property; if the beneficiary so requests, to ich in an executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien scarches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fitte and such other hazards as the beneficiary may from time to time require, in an amount not less than \$\$\frac{1}{2}\$.

[11] Wall Be payable to the left the said premises against loss or damage by fitte and such other hazards as the beneficiary.

[12] Wall Be payable to the left the said premises against loss or damage by fitte and such interest in the said premises shall be delivered to the beneficiary as soon as insured; if the frantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least litteen days prior to the expiration of any policy of insurance now or hereafter and of on said buildings, the beneficiary may procure the same a policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default on notice of default hereunder or invalidate any not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[2] To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before my part of such taxes, assessments and other charges that my better and the such payme

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, benediciary shall have the right, it it so elects, to require that all or any portion of the monies payable costs compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid to pay all reasonable costs, expenses and attorney's lees necessarily paid incurred by grantor in such proceedings, shall be paid to beneating and appellate courts, necessarily paid or actority's lees both in the trial and appellate courts, necessarily paid or actority's lees both in the trial and appellate courts, necessarily paid or actority lees both in the trial and appellate courts, necessarily paid or indebted on the indebted payable the payable to take such actions and execute such instruments as shall be one expense to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and executes such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such instruments as shall be measured to take such actions and execute such actions and

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereof all any matters or lacts shall be conclusive proof of the truthfulness thereof any matters or lacts shall be conclusive proof of the truthfulness thereof and the property of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any detault by grantor hereunder, beneficiary may at any fine without notice, either in person, by agent on by a receiver to be appointed by a court, and without regard to the above and a receiver to be appointed by a court, and without regard to the otherwise collect the rents. I be appointed by a court, and without regard to the otherwise collect the rents. I be appointed by a court, and without regard to the otherwise collect the rents. I be appointed by a court, and without regard to the otherwise collect the rents. I be appointed by a court, and without regard to the otherwise collect the rents. I be appointed by a court of the indebtedness hereby secured and collection, including these past due do in any agent of said property or any part thereof, in its own name swe domentically any determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awids for any taking or dunnage of the property, and the application or release thereof as uncreasid, shall not care 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 hereby or in his performance of any agreement hereunder, time being of the sesence with respect to such payment and/or performance, the beneficiary may decla

and expenses actually incurred in enforcing the obligation of the trust deed 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 in separate parcels and shall sell he 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 equired by law conveying the property so sold, but without any covenant or expured by law conveying the property so sold, but without any covenant lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at lowers provided herein, trustee shall apply the proceeds of sale to payamit of the sale.

15. When trustee sells pursuant to the offers provided herein, trustee shall apply the proceeds of sale to payamit of (1) the expenses of sale, including the compensation of the trust and a reasonable charge by trustee's attorney. (2) to the obligation comed by the trust deed, (3) to all persons having recorded liens subsequent to the interest 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 interest entitled to such surplus.

Sors to the surface named herein or to any successor trustee appointed here under. The latter shall be vested with all title, powers and duties confirmed under the property in situated, shall be conclusive pool of proper appointment of the successor in the country or counities in which the property in situated, shall be conclusive pool of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and obligated to notily any party hereto of pending sale under any other deed of

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Rar, a bank, trust company 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 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.



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

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

The grantor warrants that the proceeds of the loan reprice (a)* primarily for grantor's personal, family or househout (b) You want to be a second of the loan reprice (b) You	ia purpose X person)	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ĠŎĠĠŖŖĸĸĸĸĸ ĠŎ	
This deed applies to, inures to the benefit of and bind personal representatives, successors and assigns. The term ben secured hereby, whether or not named as a beneficiary herein, gender includes the teminine and the neuter, and the singular i	In consti number in	ruing this deed and wheneve cludes the plural.	er the context so requi	res, the masculine
IN WITNESS WHEREOF, said grantor has	hereun	to set his hand the day	and year first abov	e written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) on not applicable; if warranty (a) is applicable and the beneficiary is a cas such word is defined in the Truth-in-Lending Act and Regulation beneficiary MUST comply with the Act and Regulation by making re		WIIIIam 3. Of	m J Gai	
beneticiary must comply with the disclosures; for this purpose use Stevens-Ness Form No. 1319, or eq lf compliance with the Act is not required, disregard this notice.		Callie Celest	e Celeate	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)				
STATE OF OREGON,	STATI	E OF OREGON,)) ss.	
County of Klamath) ss.	Cou	inty of)	
This instrument was acknowledged before me on	This in	strument was acknowledged	before me on	
This instrument was acknowledged before me on 2-22, 19 89 by William, J. Crain & Callie Celeste	19	, by		
William J. Crain & Callie Celeste				
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1				
5 73 · 6 6 5 · 0 · Pana 10				
7 E. P. Winelays Dence	Notary	Public for Oregon		(0541)
SSEAL My commission expires: 0-16-92		nmission expires:		(SEAL)
My commission expires. 0-16 (2				
		RECONVEYANCE		
To be used on	ly when obli	igations have been paid.		
TO:	, Trustee			
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuant to statute, to cancel all evider herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance DATED:	nces of in hout warr and docu	debtedness secured by said anty, to the parties design	trust deed (which a	re delivered to you
DATED:				
			Beneficiary	
			Denenciary	
Do not lose or destroy this Trust Deed OR THE NOTE which it secure	es. Bath mus	at be delivered to the trustee for co	incellation before reconveya	nce will be made.
TRUST DEED		Co	TE OF OREGON,	
(FORM No. 881) STEVENS NESS LAW PUB. CO., PORTLAND, ORE	1	· in the second provided the PSCI	I certify that the veceived for record	vithin instrument on theday
William J. Crain & Callie Celeste	$\frac{1}{2}$ $\sim \frac{N}{2}$	of		, 19,
3510 Pine Tree Drive		at	o'clock	$M_{\cdot, \cdot}$ and recorded

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON, County of
William J. Crain & Callie Cel 3510 Pine Tree Drive	este	of
Klamath Falls, OR 97603 Grantor	SPACE RESERVED FOR	in book/reel/volume No on
Forest Products Federal CU P. 0. Box 1179	RECORDER'S USE	ment/microfilm/reception No, Record of Mortgages of said County.
Klamath Falls, OR 97601		Witness my hand and seal of
AFTER RECORDING RETURN TO	lagrice oblaces and the	County affixed.
MOUNTAIN TITLE COMPANY		NAME TITLE
(for return to beneficiary)		By Deputy

LEGAL DESCRIPTION

PARCEL 1

Lot 5, Block 5, FIRST ADDITION TO PINE GROVE PONDEROSA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3910 008AA 01700

PARCEL 2

The South 10 feet of Lot 8, Block 5, FIRST ADDITION TO PINE GROVE PONDEROSA, according to the official plat thereof on file in the office of the County Clerk of Klamath County. Oregon.

Tax Account No: 3910 008AA 01800

		OF VIAMATII.	

	for record at re-	quest of	Mountain Title		the	23rd	dav
of	Feb.	A.D., 19 _ of	89 at 8:36 Mortgages	o'clockAM., and du on Page327		M89	,
FEE	\$18.00				County Clerk	10	