0,000			-7.50
THIS TRUST DEED, made this RAYMOND VANCE BALDWIN, JR.	1stday ofMa	ırch	, 19 89 , between
es Grantor, MOUNTAIN TITLE COMPANY			, as Trustee, and
CARLA M. CRANE-WALKER			
as Beneficiary,	WITNESSETH		

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

Lots 16, 17, and 18, Block 4, CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3407-034DD-05800 and #3407-034DD-05900.

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

sum of SIXTEEN THOUSAND AND NO/100 ---_____

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and physique. In the sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instrust herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor aftees:

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 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 and workmanlike manner any building or improvement thereon; not to commit or permit any waste of said property in good and workmanlike manner any building or improvement thereon; not to commit on the state of the said property; if the beneficiary so requests, to join on recruiting 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 fine searches made by filing officers or searching agencies as may be deemed desirable by lite provide and continuously maintain insurance on the buildings.

4. To provide and continuously maintain insurance on the buildings such other hasards at the heapticiary, with loss payable to the latter; all companies receptable to the beneficiary, with loss payable to the latter; all companies receptable to the beneficiary with loss payable to the latter; all companies receptable to the beneficiary with loss payable to the latter; all configures and policies to the beneficiary are least lifteen days prior will buildings, it has frantor shall hall or any reason to procure any such insurance and to it has the property before any part all least lifteen days prior will buildings, it has the property upon any indebtedness set beneficiary in latter, and the property upon any indebtedness set beneficiary and in such order as beneficiary in a set o

It is mutually agreed that:

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8. 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, it is oclects, 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 all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the rote for inclusive payable to the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

drunting 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 therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default 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 the indebtedness hereby secured, enter upon and take possession of said profits, including those past due and unpaid, and apply the same type or any part thereof, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as adorsand, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done 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 essence with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed event the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to prusue any other right or advertisement and sale, or may direct the trustee to pursue any other right or the beneliciary elects to foreclose by the recorded his written notice of default and his election to sell the said destread to the trustee shall execute and cause to be verecorded his written notice of default and his election to sell the said destread half lix the time and place of sale, five secured hereby whereupon the trustee shall fix the time and place of sale, five notice thereof as then required by faw and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 88.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 3 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cute sale, the grantor or any other person so privileged by ORS 86.755, may cute sums secured by the trust deed, the default may be cured by paying the sums secured by the trust deed, the default may be cured by paying the 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 entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure of the trust default on the break of the protion as wou

together with trustee's and attorney's less 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 the parcel or parcels at aution to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warnity, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers 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 attorney, (2) to the oblidation secured by the trust deed, (3) to all person having recorded liens subsequent to the interest of the rustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

deed as their interest and applied to successor in interest entitled to such surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to any trustee named, herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conherent trustee, the latter shall be vested with all title, powers and duties conherent upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiarly which, when recorded in the mortisale records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, it is 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 biffsated to notify any party hereto of pending sale under any other deed 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 sources and loan association authorized to insure title to real for sources and loan association authorized to do business under the laws of Oregon or the United States, a little insurance company authorized to insure title to real property of this state, its subsidiaries, attributes, agents or branches, the United States or any agency thereof, or an excess agent licensed under ORS 676.505 to 678.505.

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 1988-1989 real property taxes in the amounts of \$717.25 and \$75.27, plus interest, if any and Judgments in the name of Vance Baldwin and Raymond Vance Baldwin, Jr. in Case No. 82-10, Case No. DC 75-503-L and Case No. DC 82-135L all filed in Klamath County Courthouse. 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:

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below).

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 leminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year tiffet above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor 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 Farm No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgement apposite.) ୯ ଜଣ୍ଡ (ଅଟମ ଅଟିଲ (ଜଣ୍ଡିକ ସୁରଚନ୍ତି ଓଡ଼ STATE OF OREGON, STATE OF OREGON.) ss. County of Klamath) 55. County of This instrument was acknowledged before me on This instrument was acknowledged before me on March 1989 by
RAYMOND VANCE BALDWIN, JR. Notary Public for Oregon (SEAL) My commission expires: // My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid 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 or 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. Mail reconveyance and documents to DATED: . Beneficiary Do 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 made. TRUST DEED STATE OF OREGON. (FORM No. 881) County ofKlamath.... I certify that the within instrument was received for record on the ..lst...day RAYMOND VANCE BALDWIN, JR. P.O. Box 865 at .2:30 o'clock ...P.M., and recorded Chiloquin, OR 97624 in book/reel/volume No. M89..... on SPACE RESERVED page3594..... or as fee/file/instru-CARLA M. CRANE-WALKER FOR RECORDER'S USE ment/microfilm/reception No...97.602., P.O. Box 118 Record of Mortgages of said County. Chiloquin, OR 97624 Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

Fee \$13.00

By Carlene Mustan Clare Deputy