Thomas C.
as Grantor,
Motor Inve
as Beneficiary,

THIS TRUST DEED, made this 27th day of February, 19.89, between

Dickert and Gale R. Dickert

Klamath County Title Co. as Trustee.

stment Co.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 12, and the North 1 of Lot 11, BLock 14, CHELSEA ADDITION 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.

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 prolits 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 Five Thousand Six Hundred Sixty Seven Dollars and 55/100----

It is mutually agreed that:

It is mutually agreed that:

S. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiaty shall have the right, it it so elects, 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 lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's lees, 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. Low my mitten request of beneficiary, any ment of it lees and from time to time up written request of concelliciary, support of its lees and from time to time upon written request of beneficiary, anyment of its lees are conveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

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 therein of any matters or lacts 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, benediciary 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 of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents issues and expenses of operation and enflection, including teasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the entering upon and taking possession of said property, the collection of such rents issues and profits, or the property of the application or release thereof as aloresaid, shall not cure or waive any default of 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 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 beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the fustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustees shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 36.735 to 88.795.

13. After the trustee has commenced ioreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other persons so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, 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 not then be due had no default occurred. Any other default that is capable to 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 obligation or trust deed. In any case, in addition to curing the default of being cured may be cured by tendering the performance

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 auction 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 warranty, 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 grantor 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 change by trustee attorney, (2) to the oblitation secured by the trust deed. (3) to all persons having treorded liens subsequent to the interest of the trustee in the trust surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor.

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

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein deep trustee, the latter shall be vested with all tille, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by heneliciarly, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts 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 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.



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

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),

(b) for an organization, or (even il grantor-is-a natural person) are for business or commercial purposes.

personal representatives, successors and assigns. The tell secured hereby, whether or not named as a beneficiary sender includes the feminine and the neuter, and the sir	herein. In construing this dee ngular number includes the plu	ural.
IN WITNESS WHEREOF, said grante	or has hereunto set his h	and the day and year first above written.
	-117	TO SEE STATE OF THE SECOND
* IMPORTANT NOTICE: Delete, by lining out, whichever warre not applicable; if warranty (a) is applicable and the benefici as such word is defined in the Truth-in-Lending Act and Rebeneficiary MUST comply with the Act and Regulation by it disclosures; for this purpose use Stevens-Ness Form No. 1315 If compliance with the Act is not required, disregard this not	naking required ACL	le R. Dickert
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)		
	tilg og skriver og er	
STATE OF OREGON,	STATE OF OREGO	ON, } ss.
1/ My MIA	Country of) 33.
County of		s acknowledged before me on
This instrument was acknowledged before me	on I his instrument wa	5 acknowledged 2000
2-27 ,1989, by	19 Ву	
Thomac C. DICKER		
GALE R. DICKERT	ot	
manny /	5.4 to 1	
six III mill head	₹.	<u></u>
Notary Public for Ore	gon Notary Public for O	regon (SEAL)
(SEAL)	My commission exp	ires:
(SEAL) TMy commission expires: 11-22-	, , , , , , , , , , , , , , , , , , , ,	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Thomas of Life	REQUEST FOR FULL RECONVEYANCE	:E
	used only when obligations have be	
75 0 0	, Trustee	
Municipality		by the toregoing trust deed. All sums secured by said not to you of any sums owing to you under the terms of
trust deed have been fully paid and satisfied. You not said trust deed or pursuant to statute, to cancel all herewith together with said trust deed) and to reconvestate now held by you under the same. Mail reconv	evidences of indebtedness s ey, without warranty, to the eyance and documents to	ecured by said trust deed (which are delivered to you parties designated by the terms of said trust deed the
DATED:	9	
		Beneficiary
		the secretar for concellation before reconveyance will be made.
Do not lose or destroy this Trust Deed OR THE NOTE which	it secures. Both must be delivered t	to the trustee for cancellation before reconveyance will be made.
EDITOR DEED		STATE OF OREGON, \rbrace_{SS}
TRUST DEED		
[FORM No. 881]		
STEVENS NESS LAW PUB. CO., PORTLAND, DRE.		County ofKlamath
		County ofKlamath) I certify that the within instrument
Note that Confidence and a secretary deficiency and an activities of the confidence		County ofKlamath) I certify that the within instrument was received for record on the .lstday
Thomas C. Dickert and		County ofKlamath
Thomas C. Dickert and		County ofKlamath
Thomas C. Dickert and Gale R. Dicker	SPACE RESERVED	County ofKlamath
	SPACE RESERVED	County ofKlamath
Gale R. Dicker Grantor	FOR	County ofKlamath
Gale R. Dicker		County ofKlamath
Gale R. Dicker Grantor	FOR	County ofKlamath
Gale R. Dicker Grantor Motor Investment Co.	FOR	I certify that the within instrument was received for record on thelstday of
Gale R. Dicker Grantor Motor Investment Co. Beneficiary	FOR	County ofKlamath
Gale R. Dicker Grantor Motor Investment Co. Beneficiary AFTER RECORDING RETURN TO	FOR	I certify that the within instrument was received for record on the lstday of
Gale R. Dicker Grantor Motor Investment Co. Beneficiary AFTER RECORDING RETURN TO Motor Investment Co.	FOR	County ofKlamath
Gale R. Dicker Grantor Motor Investment Co. Beneficiary AFTER RECORDING RETURN TO	FOR	I certify that the within instrument was received for record on the lstday of