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S	a. 881—Oregon Trust Deer	I Series-TRUST DEED. MTC	-20470P	Val	m89 Page 3720
OT	97678		TRUST DEED		
			24th day of	February	, 1989., between
	THIS TRUST	DEED, made this	MOORE		

as Grantor, Mountain Title Company

Sharon K. Friesen

as Beneficiary,

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

"See attached Exhibit "A" and Exhibit "B"

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 tixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of _____THREE_THOUSAND_FOUR_HUNDRED_____00/100____ note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

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 <u>March 1</u>, 19.93.... 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 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 herein, shall become immediately due and payable.

In a executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public offices, as well as the cost of all firen searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary.
If To provide and continuously maintain insurance on the buildings for the provide and continuously maintain insurance on the buildings and such other haards as the beneficiary may from time to time require, in and such other haards as the beneficiary may from time to time require, in an amount not less than 8.55. Uncertain the beneficiary are used in the bardelist of the beneficiary and from time to the latter all companies accepted by the beneficiary at least lifteen days prior to the expiration of any policies to the beneficiary at least lifteen days prior to the expiration of any policies of beneficiary at least lifteen days prior to the expiration of any policies of beneficiary at the pay indeption of beneficiary the charge companies acception of the beneficiary at the same at grantor's expense. The amount the beneficiary are applicated on said buildings, the beneficiary are applied by beneficiary of a some any detaut or notice of default hereunder or invalidate any at thereol, may be released to grantor. Such taxes, assessments and other charges that may be evided or assessed upon or taxes, assessments and other charges that may be hered to any taxes, assessments and promitice. The beneficiary with long with which to build be added to any providing the add promity deliver the charges appathely by grantor, either thereby together with the obligation beneficiary with lunds with which to be define any case of any time or other same and the advised on assessed upon or taxes, assessments and other charges payable by grantor, either the destrate any cast the solid promises are pay able by grantor, either the destrate any cast the solid promes and to pay all on the charges payable by grantor, either the d

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 engineen domain or condemnation, beneficiary shall have the under the right of engine that all or any portion of the monies payable right, il it so effects to require that all or any portion of the amount required as compensation how such taking, which are in excess of the necessarily paid or to pay all created by grantor in such proceedings, shall be paid to reneare the proceedings applied by it first upon any reasonable costs, expended to prove and attorney's lees, applied by it first upon any reasonable costs, and exprass and attorney's lees, applied by it first upon any reasonable costs, and exprass and attorney's lees, liciary in such proceedings, and the balance append upon the indebtedness liciary in such proceedings, and the balance append upon the indebtedness and excured such instruments as shall be mecessary in obtaining such com-pensation, promptly upon beneficiary's request. Pensation, promptly upon beneficiary's request. Jead of the lice of the reconveyances, for cancellation), without alteeting the liability of any person for the payment of the indebtedness, truster may (a) consent to the making of any map or plat of said property; (b) join in

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....., as Trustee, and

granting any easement or creating any restriction thereon; (c) join in any subordination or oney, without warranty, all or any part of the property. The thereol (d) reconveyance may be described as the "previous of the transformer of the property. The starter is any conveyance may be described as the "previous of the transformer of the the transformer of the the transformer of the transformer of the transformer of the transf

property to satisfy the obligation secured hereby whereapon the trustee shall its the time and place of sale, give notice thereof as then required by law and proceed to loreclose this trust deed in the manner provided in ORS 86.735 to 86.795. If the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts he default or defaults. If the default consists of a failure to pay, whin dire sale, the grantor or any other persons op privileged by ORS 86.735, may dree sale, the grantor or any other persons op privileged by ORS 86.735, may dree sale at any time prior to 5 days before the date the trustee conducts the default or defaults. If the default consists of a failure to pay, whin dree sums secured by the trust deed, the default may be cured by paying the being cured may be buy to define occurred. Any other default that is default or obligation or trust deed. In any case, in addition to curing the default or obligation or trust deed. In any case, in addition to curing the default or 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 and expenses actually incurred in enforcing the obligation of the trust deed dogether with trustee's and attorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and

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 searcate parcels and shall sell the parcel or parcels at shall deliver to the budget or cash, payable at the tune of sale. Trustee shall deliver to the parchaser its deed in form as required by law conveying the property solars in the deed of any matters of lact shall be conclusive pro-plied. The proceeds of sale to the sale. Shall the trustee, but including the truthlum beneticiary, may purchase at the sale. Shall apply the proceeds of sale to payment of the sale. Shall apply the proceeds of sale to payment of resonable charge by invalers atomery, (2) to the obligation secured by the trusteed in the truste draw the interest may appear in the order of their prointy and (4) the surplus, if any, to the farming the successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-ters.

surplus, if any, to the 4 fantor or to his successor in interest entitled to such surplus, if any, to the 4 fantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-sors to any trustee named herein or to any uccessor trustee appointed here inder. Upon such appointment, and with the provers and duties conferred upon any trustee herein named or appitten instrument executed by beneficiary and substitution shall be under by with the time, powers and duties conferred which, when recorded in the mode by with the conclusive priod of proper appointment which, when recorded in the north be conclusive priod of proper appointment of the successor trustee. This trust when this deed, duly executed and 17. Trustee accept public record as provided by law. Trustee is not obligated to notify any artist hereto of pending sale under any other deed of obligated to notify any artist hereto approximate, brought by 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 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 rea 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.

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 15 in block 17 of HILLSIDE 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.

This Trust Deed is inferior and junior to the Trust Deed dated, February 3, 1986, between Ronald C. Friesen and Sharon K. Friesen, Grantor and Phil Schroeder, Personal Representative of the Estate of Gertrude Schroeder, deceased, Benficiary, recorded in Volume M86, page 2082 Microfilm Records of Klamath County, Oregon.

This Trust Deed is also subject to the provisions in Exhibit "**B**" herein attached and incorporated in this Trust Deed.

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EXHIBIT "B"

Purchaser shall provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser shall submit this evidence by December 31st of each year.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at requ	
of <u>March</u>	A.D., 19 <u>89</u> at <u>12:33</u> o'clock <u>P</u> M., and duly recorded in Vol. <u>M89</u>
	or <u>Mortgages</u> on Page <u>3720</u> .
FEE \$23.00	Evelyn Biehn County Clerk By <u>Dauline Multeralase</u>