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values been (No restriction on assignment).	COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND, CA.	
FORM No. 881-1—Oregon Trust Deed Series—TRUST DEED (No restriction on assignment).  OO 98149  TRUST DEED		_Page <u><b>4563</b> </u>
THIS TRUST DEED, made this 9th day of MEE SARAH A. FURREY, ERNEST L. FURREY AND HAROLD A. FU	. March RREY	, 19.89 , between
DANHIL A. I. DUMINI		Trustee and
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY		as Trustee, and
		***************************************
MADTIN BARNETT		
as Beneficiary,	and the state of t	
Grantor irrevocably grants, bargains, sells and conveys to tru inKLAMATH		
Lot 9 in Block 2 of Lenox, according to the official	al plat thereof on on.	file in the

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 real terms of the state o

with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Eleven Thousand Five Hundred and no/100 (\$11,500.00)

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 linal payment of principal and interest hereof, if

becomes due and payable.

becomes 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, ordinate therefor,
ion in executing such linancing stateguire and to pay lor liling same in the
cial Code as the beneficiary may separate and to pay lor liling same in the
lor liling same in the
by tiling officers or searching agencies as may be deemed desirable by the
beneficiary.

join in executing such linancing statements pursuant to the Uniform Connercial Code as the beneficiary may require and to pay for liting same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

1 To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the periodicary of the said premises against loss or damage by lire and such other hazards as the periodicary of the said premises against loss or damage by lire and such other hazards as the periodicary of the said policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; if the frantor shall fail for any expension of any policy of insurance now or hereafter placed on said buildings, then beneficiary may if the or other insurance policy may be applied by beneficiary upon any line or other insurance policy may be applied by beneficiary upon any line or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary any part through any be released to grantor. Such application or release shall not cure orwaive any default or notice of default hereunder or invalidate any act donor on waive any default or notice of default hereunder or invalidate any act donor on waive and the charges that may be levied or assessment and other charges that may be levied or assessed upon or against said property before any part of such faxes, assessment and other charges that may be played by grantor, either, hards such payment or by providing beneficiary with under the payment and other charges that may be played by grantor, either, have been payment or by providing beneficiary with the obligation devidence of the teaser of the payment of the development of the development of the development of t

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, beneficiary shall have the right, it it so elects, to require that all or any portion of the monies payable right, it 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 feed and the periodicary and incurred by grantor in such proceedings, shall be pad attorney's less, both in the trial and appellate courts, necessarily pad 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 trom time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for including 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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the present or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Truster's less 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 creciver to be appointed by a court, and without regard to the adequous esson of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and otherwise collect the rents, issues and profits, including those past due and of the same, issues and profits, including those past due and of the property of any security or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and otherwise collect the rents, issues and profits, on the property and in such order as been-liciary may 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 awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure 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 hereby or in his performance of the property and the property or in the profits of the property of the beneficiary and essence with respect to such payment and/or performance, the beneficiary may declare all sums secured by the p

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 the time of sale. Trustee shall deliver to the purchaser its deed in form as regimed by law conveying the property so sold, but without any covenant or quarranty, express or inplied. 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 granter and beneficiary, may purchase at thoses.

15. When trustee sells pursuant to the sale.

15. When trustee sells pursuant to the sale.

16. When trustee sells pursuant to the sale trustee, but including the compensation of the trust of (1) the expenses of sale, including the compensation of the trust of (1) the expenses of sale, including the compensation of the trust of (1) the expenses of sale, including the compensation of the trust deed, (3) to all persons attorney, (2) to the obligation recured 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 in interest entitled to surplus.

16. Beneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein and appointment, and without conveyance to the successor truster, the later shall be vested with all title, powers and duties conferred upon an attustee herein named or appointed hereunder. Each such appointment, and without conveyance to the successor trustee, the later shall be vested with all title, powers and duties conferred upon

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, 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 676.505 to 676.585.

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

Subject to easements, of record.

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

This Trust Deed is due on sale.

Beneficiaries address: 515 S.E. Main St., Rogue River, OR. 97537

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 it grantor is a natural person) are for business or commercial purposes.

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

gender includes the leminine and the neuter, and the singular	number includes the pli	ed and whenever the context so requires, the masculine ural.
IN WITNESS WHEREOF, said grantor ha		
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a not applicable; if warranty (a) is applicable and the beneficiary is, as such word is defined in the Truth-in-Lending Act and Regulation beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319; or earlier compliance with the Act is not required, disregard this notice.  (If the signer of the above is a corporation, use the form of acknowledgement opposite.)	or (b) is a creditor on Z, the required F guivalent. ERNEST	A. Furrey Lauch A Swre  L. Furrey Emist L Famey  HLF  The Property And L Starrey
STATE OF OREGON.  County of Klamath.  This instrument was acknowledged before me on March.  OPTAR, 1989, by  Sgrah A. Furrey. Ernest L. Furrey,  Harold L. Furrey.  Was acknowledged before me on March.  OPTAR, 1989, by  Sgrah A. Furrey.  March A. Furrey.  Motary Public for Oregon  (SEAL)  My commission expires: 12-19-92	This instrument was a 19, by	ss.  acknowledged before me on  gon  (SEAL)
그 그 그는 그는 그는 사람들이 되는 그는 그는 그 그 그 그 없는 그를 쉽는 것이다.	debtedness secured by directed, on payment ses of indebtedness secured warranty, to the payment warranty, to the payment.	the toregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of red by said trust deed (which are delivered to you arties designated by the terms of said trust deed the
	***************************************	
		Beneticiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.  TRUST DEED	Both must be delivered to the	strustee for cancellation before reconveyance will be made.  STATE OF OREGON,
(FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, GRE.		County ofKlamath ss.  I certify that the within instrument
Furrey	da da Kare Qeredê	was received for record on the17.th day of
Barnett	PACE RESERVED FOR RECORDER'S USE	was received for record on the17th day of
Grantor s	PACE RESERVED FOR RECORDER'S USE	was received for record on the17.th day of