No. 881—Oregon Trust Deed	Series-TRU	SI DECU.	==	11.4			Ξ
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TRUST DEED

Vol. mr9 Page 7881 @

CO., FORTLAND, OR. 9720

$^{\circ\circ}$ annual		IVOS: PET-			0.0
° 99922	EED, made thisllt		April		89., between
	lit	th day of			
THIS TRUST D	EED, made this			***************************************	
TOLTAN KALLOS & R	EED, made this OSALIA KALLOS, husba ain Title Company of	F Klamath Cou	nty	, а	s Trustee, and
Mount	ain Title Company O	i ittelika tii			
as Grantor,	ain Title Company O				
WESTERN TACORSEN					
PADDY JACOSSEN		•			

....P*P* as Beneficiary,

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

Lot 27, Block 46, Tract 1184 - OREGON SHORES - UNIT 2 - FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3507 018A3 03100

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 bilding or improvement thereon;
not to commit or permit any saste of said property.

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

3. To comply a saleting said property: if the beneficiary or requests, to
tions and restrictions attesting said property: if the beneficiary condicial Code as the beneficiary may require and to pay for filling same in the
dial Code as the beneficiary may require and to pay for lifting same in the
by filling 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 premiss against loss or damage by fire

It is mutually agreed that:

8. In the event that any portion or all of said property thall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects to require that all or any portion of the monies payable right, if it so elects to require that all or any portion at the monies payable as compensation and the second of the monies payable to pay all results of the monies payable to pay all results of the monies payable 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 less, applied by it first upon any reasonable costs and expenses and attorney's less post in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the lalance applied upon the indebtedness ficiary in such proceedings, and the lalance applied upon the indebtedness and except, and grantor agrees, at its own exists, to take such actions and except such instruments as shall be easily in obtaining such compensation, promptly upon beneficiary's request.

Payable of the monitor of this deed and the note for ficiary, payment of its less and presentation of this deed and the note for ficiary, payment of its less and presentation of this deed and the note for lability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the indebtedness, truster may the liability of any person for the payment of the and the note for

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

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the sessence with respect to such payment and/or performance, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may essence with such as a mortgage or direct the truste to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed with require as a mortgage or direct the trustee to pursue any other right or equity as a mortgage or direct the trustee to pursue any other right or advertisement and sale, or may direct the beneficiary may have. In the error of the beneficiary elects to foreclose by devertisement and sale, the beneficiary that the trustee shall execute and cause to be recorded his written notice of calculation and his election to sell the said described real property to satisfy the obligation notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in OS 86.735. Sel.735 to 86.735 to 86.735 to 86.735 in the manner provided in OS 649x before the date the trustee conducts the sale, and at any time prior to F days before the date the trustee conducts the test fearner or any other person so privileged by ORS 86.735, may cure sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or 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 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 other than such portion as would entire amount due at the time of the cure other than such part is capable of the beneficiary all costs defaults, the person

degether 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 place designated in the notice of sale or the time to which said sale may 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 an action to the bighest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to stop be property so sold, but without any covenant or warranty, express or interprety so sold, but without any covenant or warranty, express or interprety so sold, but without any covenant or warranty, express or interprety of the truthluness thereol. Any person, excluding the conclusive property of the truthluness thereol. Any person, excluding the truthluness thereol. Any person, excluding the truthluness thereol. Any 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, instability of the compensation of the trustee and a reasonable charke by trustee antorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (3) in the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or successors to not trustee named herein or to any successor trustee appointed herein controlled to the successor trustee, the latter shall be vested with all title, powers and duties controlled upon any trustee herein named or appointed hereunder. Each such appointment, and substitution shall be made by written instrument executed by beat and substitution that be made by written instrument executed by or counties in which, when recorded in the mortgage records of the county or counties in old 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 notily any party hereto of pending sale under any other deed trust or of any action or proceeding in which granter, hendricary or trustee shall be a party unless such action or proceeding is brought by trustee.

The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust company as and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to real yof this state, its subsidiaries, atfiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are:

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

(b) for an organization, or (even it granter 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 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 feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

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* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (inct applicable; if warranty (a) is applicable and the beneficiary is a creas such word is defined in the Truth-in-Lending Act and Regulation Z peneficiary MUST comply with the Act and Regulation by making requisionaries; for this purpose use Stevens-New Form No. 1319, or equivalif compliance with the Act is not required, cisregard this notice. [If the signer of the above is a corporation, use the form of acknowledgement apposite.]	the X Ropolia Malos
STATE OF CALIFORNIA COUNTY OF Los Angeles On APRIL 17, 1989 before in the undersigned, a Notary Public in and for said County and State, personally appeared GARY L. ADELMAN personally known to me to be the within instrument a witness thereto, (or proved to be such person by the oat of a credible witness who is personally known to me), who being by me duly sworn, deposes and says: That resides at HE V/as present and saw ZOLTAN KALLOS AND ROSALLOS (ALLOS personally known to HIM 10.65 the person described in, and whose name is subscribed to the within and antext instrument, execute the same; and that alliant subscribed ham thereto as a witness of said executive state now held by you under the same. Mail reconveyance and DATED: 19 19 19 19 19 19 19 19 19 1	OFFICIAL SEAL JEANNE NIGH Notary Public-California LOS ANGELES COUNTY My Comm. Exp. Aug. 18, 1989 aid of
	Beneticiary
Do not lose or destroy this Trust Deed OI: THE NOTE which it secures. Bo	th must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON,

Grenada Hills, CA. Jacobsen 3300 Waitea Clandi, Kihei, HI 96753 AFTER RECORDING RETURN TO MTC P.O. Box 5017 Klamath Falls, OR 97601

(FORM No. 881) STEVENS NESS LAW PUB. CO., PORTLAND, DRE

wtc 062

47A RECORDER'S USE

Fee \$13.00

in book/reel/volume No.M89..... on SPACE RESERVED page 7881 or as fee/file/instrument/microfilm/reception No. 99922..., Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk....

By DANSLOW Youlland Au Deputy

County ofKlamath.....

I certify that the within instrument was received for record on the ... 8th. day of, 1989..., at 4:30 c'clock P.M., and recorded