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-	339		,,,,,	15	19.89 between
	THIS TRUST	DEED, made this18	th day of	May	
			TET ANSAULI COHNTY		
 as	Grantor, MOUNTA	IN TITLE COMPANY OF	ADRIVATIO OGRAFIA	fo	
	JERRY RICHARD	PARKER and RUTH T. F	ARKER, husband and	WITE	

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

Lots 5 and 6, Block 12, ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH the North 10 feet of the vacated alley lying immediately South of the above described property. Klamath County Tax Account #3909-002CD-02600.

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 THEE THOUSAND NIME HINDRED FIRTY\_SEVEN AND OL/100

note of even date herewith, payable to beneficiary or order and made by grantor, the linal payment of the terms of a promissory not sooner paid, to be due and payable per terms of Note 19.

The date of maturity of the dibt secured by this instrument is the date, stated above, on which the linal 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 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

To protect the security of this trust deed deader attention.

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.

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2. To complete or restore promytly and in good and workmanlike manner any building or improvement which make constructed, damaged or destroyed thereon, and pay when due all costsured therefor.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary my requirement to pay for filling same in the condition of the conditions of the property public office or offices, as well as the cost of all lien searches made populing officers or searching agencies us may be deemed desirable by the beneficiary.

It is mutually agreed that:

3. In the event that any portion or all o' said property shall be taken under the right of entiment damain or constannation, beneficiary shall have the right, il it so the property that all of any portion of the monies payable as compensation for such taking, which are in recess of the amount required to pay all results costs, expens and atturney less necessarily paid of to pay all results of the property of the paid to beneficiary and incurred by grantor in such proceedings, shall expenses and atturney's fees, applied by it first upon any reasonable costs only paid or incurred by beneficiary and the bulance of the paid or incurred by the post of the payable of the payable

granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement all-cting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person grantee in any reconveyance may be described as the "person or person to grantee in the property of the truthtulness therein of any matters or lacts shall be conclusive proof of the truthtulness thereof. Trustee's lees 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 any details by grantor hereunder, beneficiary may at any 10. Upon any default by grantor hereunder, beneficiary may at any independent of the adequacy of any security for pointed by a court, and without refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property in the indebtedness hereby secured, enter upon and take possession of said property. Its scores 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

ficiary may determine, upon and taking possession of said property, the 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 aloresaid, 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 pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured fereby or in his performance of any agreement hereunder, time being of the service of the se

and expenses actuary mourted in emoting the congation of the trust deed together 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 form the property either to the highest bidder law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or the highest bidder for cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the sine of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to sold, but without any covenant or warranty, express or imported the property sale in the deed of any matters of fact shall be conclusive proof pied. The recipients thereof. Any person, excluding the trustee, but including the trustee in the trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of (1) the expenses of sale, install apply the compensation of the trustee and a reasonable charge by trustee 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. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (4) to the obligation secured by the trust deed, (3) to all persons attorney. (4) to the obligation secured by the trust deed, (3) to all persons the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus. It ams, to the grantor or to her successor in interest entitled to such

deed as their interests une operation of the successor in interest entitled to such surplus. It any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor trustee appointed here, sorts to any rustee named herein or to any successor trustee, appointed herein deed. Upon such appointent, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment pands 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 obligated to notify any party hereto of pending sale under any other deed of obligated to notify any party hereto of pending sale under any other deed of shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Decd 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 so ings and loan association authorized to de 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, africates, agents or brenches, the United States or any agency thereof, or an escribe agent licensed under ORS 696,505 to 695,502.

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 Trust Deed dated June 1, 1979, and recorded June 4, 1979, in Volume M79, page 12872, Microfilm Records of Klamath County, Oregon, in favor of Klamath First Federal Savings and Loan Association, as Beneficiary 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, lamily 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 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. \* 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 Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. RÚŠSELL GENTRY  $\mathcal{L}^{\mathcal{N}}$ (If the signer of the bove is a corporation, use the form of authorizing ment opposite.) STATE OF TREGON, STATE OF OREGON, County of Klamath This instrument was acknowledged balore me on This instrument was acknowledged before me on .... May 0/8 ... ( , 1989 , by RUSSELL GENTRY Notary Public for Oregon (SEAL) My commission expires: //// (SEAL) 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 carcel 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 De not lose or destroy this Trust Dead OR THE MOTA 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 of ......Klamath.... I certify that the within instrument RUSSELL GENTRY was received for record on the .. 18th day 2041 Radcliffe 2041 Raddillio
Klamath Falls, OR 97601 Grantor at .4:14.... o'clock ..P.M., and recorded SPACE RESERVED in book/reel/volume No. ... M89..... on JERRY RICHARD PARKER and RUTH 1. PARKER RECORDER'S USE page 8665 or as fee/file/instru-

4650 Thompson

Klamath Falls, OR 97603....

KLAMATH COUNTY 390

AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY OF

Beneficiary

Fee \$13.00

ment/microfilm/reception No..339.....,

Evelyn Biehn, County Clerk

By Datistics Musice market Deputy

Witness my hand and seal of

Record of Mortgages of said County.

County affixed.