° 1561			ne	, 1989, between
THIS TRUST DE	EED, made this14	thday of	common but with t	he right of
THIS TRUST DE	JENNIFER EBERHARD	, not as tenants it	COUNTY	, as Trustee, and
-survivorship	MOUNTAIN TITLE	COMPANY OF KUMILLE		
C+07	*****			

...61 Jim S. Clark & Mary V. Clark, husband and wife or survivor

Do nort burg ger ein reinen om i ner Riebel alle met folgte befallt be bermitte Boite lover die innerend bie ille

as Beneficiary,

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

The N_2 of Lot 4, Block 5, THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3909-10CA-3200

(\$16,000.00)

Total of the terms of a promissory mote of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable. In the event the within described the and payable. In the event the within described the sold, conveyed, assigned or alienated by the grantor without lirst having sold, conveyed, assigned or alienated by the grantor afters. The protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

To protect preserve and maintain said property in good condition and repair; not fo remove demolish any building or improvement thereon, and the property of the property of the property of the property and in good and workmanlike and the property of the

It is mutually agreed that:

1. It is mutually agreed that:

1. It is mutually agreed that:

1. It is event that any portion or all of said property shall be taken as a limit of the monity partion of the monity payable right, if it so elects to require that all or any portion of the monity payable as compensation for such taking, which are storeney's fees necessarily paid to pay all reasonable costs, expenses and attorney's fees necessarily paid incurred by grantor in such proceedings, and the paid to beneficiary and incurred by the supplied by it first upon any reasonable costs and expenses and attorney's feeseboth in the trial and appellate courts, necessarily paid or incurred by because the such proceedings, and the balance applied upon the indebtedries secured hereby, and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such commended to the such actions of the such actions of the such actions of the such actions of the such action of the such and the note to liciary, payment of its lees and presentation of this deed and the note for incurrence of the such actions and presentation of the indebtedness, trusted and the liability of any person for the payment of the indebtedness, trusted making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

granting any casement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge grantee in any reconvey without warranty, all or any part of the property. The streeter of the deep the man of the property of the grantee in any reconvey and the recitals therein Trustee's lees for any of the legally entitled thereon and the recitals therein Trustee's lees for any of the legally entitled thereon of the trustfulness thereon. Trustee's lees for any of the be conclusive proof of the trustfulness thereon. Trustee's lees for any of the be conclusive proof of the trustfulness thereon. Trustee's lees for any of the be conclusive proof of the fresh that here of the stand \$5.

10. Upon any default by grantor hereunder, beneficiary may any proof the indebtedness heeby secured, enter upon and the adequacy of any security for pointed by a court, and without regard to the take possession of said property or any part fhereon; in its own names sure or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and grants of one and collection, including reasonable aftormely a lees upon any indebtedness secured hereby, and in such order as beneficiary may properly the rents, issues and prolitis, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereon as aloresaid, shall not one of the property, and the application or release thereon as aloresaid, shall not one of the property of

and expenses actually incurred in emoting the obligation of the trustee's and attorney's fees not exceeding the amounts provided 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 me sell said property either in one parcel or in separate parcels and shall set the parcel or parcels at in one parcel or in separate parcels and shall set the time of sale. Trustee auction to the highest its deed in form as required by law conveying 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 ofing the trustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee the property of the proceeds of sale to payment or casonable charge by trustees cluding the compensation of the trustee and a trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons the recorded liens subsequent to the interest of the trustee in the trust having recorded liens subsequent to the interest of the trustee in the trust deed, (3) it any, to the grantor or to his successor in interest entitled to such surplus, it any, to the grantor or to his successor in interest or successor.

deed as their interests may appear in the successor in interest entitled to such surplus, it any, to the grantor or to his successor in interest entitled to such surplus. B. Reneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shall be vested with all title, powers and duties conlering upon any trustee herein named or appointed hereunder. Each such appointment, upon any trustee herein named or appointed hereunder. Each such appointment which, then recorded in the mortgage records of the county or counties in which, then recorded in the mortgage records of the county or counties in the property is situated, shall be conclusive proof of proper appointment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 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.

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, Irust 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 results and loan association authorized to do business under the laws of Oregon or the United States, or an excrew 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 EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid, unencumbered title thereto EXCEPT property and has a valid and has a v Records of Klamath County, Oregon which buyers herein do not agree to assume and pay, and sellers further agree to hold buyer harmless therefrom, and that he will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inures to the henetic at	
personal representatives, successors and assigns. The term secured hereby, whether or not named as a beneficiary he gender includes the leminine and the neuter and the	binds all parties hereto, their heirs, legatees, devisees, administrators, execute the property of the content
IN WITNESS WHEREOF, said grantor	has hereunto set his hand the day and year first above written.
not applicable to	
beneficiary MUST comply with the Act and Regulation has a	lation Z, the Donald Jirsa, Sr.
	Chan and Charles
(if the signer of the above is a corporation, use the form of acknowledgement opposite.)	Jennifer Aberhard
STATE OF OREGON,	STATE OF OREGON.
County of Camath ss.	County of
This instrument was acknowledged before me on DONALD JIRSA SR & IFANITED TO THE OWNER OF THE OWNER OWNE	This instrument was acknowledged before me an
DONALD JIRSA, SR. & JENNIFER EBERHARD	19,by
** · · · · · · · · · · · · · · · · · ·	of.
Millmelaspence	
SEALN - My commission expires: 8/16/92	Notary Public for Oregon
	My commission expires: (SE.
The undersigned is the legal owner and holder of all intrust deed have been fully paid and satisfied. You hereby are said trust deed or pursuant to statute, to cancel all evidence therewith together with said trust trust together with said trust	Trustee, Trustee Indebtedness secured by the toregoing trust deed. All sums secured by see directed, on payment to you of any sums owing to you under the terms can be indebtedness secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty, to the secured by said trust deed (which are delivered to you warranty).
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This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to the Trust Deed now of record dated November 1, 1988 and recorded November 2, 1988 in Volume M88, page 18594, Microfilm Records of Klamath County, Oregon in favor of Anna Ackerman, a protected person, as beneficiary, which secures the payment of a note therein mentioned.

Jim S. Clark & Mary V. Clark, beneficiaries herein, agree to pay when due all payments due upon the said promissory note in favor of Anna Ackerman, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and Trust Deed, Grantors herein may make said delinquent to become due upon the note secured by this Trust Deed.

STATE OF OREGON: COUNTY	OF KLAMATH: ss.	ing Single Salah Single Single Salah Single Salah Salah Single Salah Salah Single Salah Salah Single Salah Salah Salah Salah Salah Sal			
of T.		tle Co			
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FEE \$18.00		Evelyn Bi	hn County Clerk	.or1489	 ,
		by —— a	uline Mue	lende	20