

## KLANIA IN COUNTY TITLE COMPANY

Vol. 08 Page 1987

## K-41312 STATUTORY WARRANTY DEED (Individual or Corporation)

III III MARKANIA	HENZEL PROPERTIES, A	ES, A GENERAL PARTNERSHIP		
conveys and warrants to	RODNEY P. CLARKE AND right of survivorship	ALFREDA M. CLARKE,		
the following described	real property in the County of	Klamath	and State of Oregon.	
Lot 1, Bloc plat thereo County, Ore	k 210, Mills Second Ad f on file in the offic gon.	dition, according ce of the County Cl	to the official erk of Klamath	
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		in a prace example to the contract of the con		
his property is free of li-	ens and encumbrances, EXCEPT:		•	
Subject to r	eservations and restr	ictions of record,	rights of way, and	
easements of	record and those apporting	arent upon the land	d, contracts and/or	
1100 101 11	Trigacton and/or drain	age.		
he true consideration fo	r this conveyance is \$ 39,000.	00 (Here comply with	the requirements of ORS 93.030°).	
	LL NOT ALLOW USE OF THE PRO	경영 : 10 :		
ERIFY APPROVED USI	E LAWS AND REGULATIONS. BEFORE ERTY SHOULD CHECK WITH THE ES.  ay of July 19 89	APPROPRIATE CITY OR COUN	ITY PLANNING DEPARTMENT TO	
solution of its board of	directors.	If a corporate grantor, it ha	is caused its name to be signed by	
		HENZEL PROPERTIE	ES, A GENERAL PARTNERSH	
		BY:	111	
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	<u>i kan da 2000 ni kanan banyara kana.</u> Tanàna mandritra dia kanan kaominina dia kaominina dia kaominina dia kaominina dia kaominina dia kaominina dia			
		CORPORATE A	CKNOWLEDGEMENT	
ATE OF OREGON Con The Marketing instru	unity of Klamath )ss. ment was acknowledged before me	. STATE OF OREGON, Count	y of)ss.	
day of	July 10 89	this day of _	nt was acknowledged before me	
Thursden Ka Henz		by	and	
PUBLC		by		
1 A 0	, or the second second	a corporation, on behalf of th	e corporation.	
Les Con a. a.	Hasel		- 1	
ary Public for Oregon commission expires: 12–19		Notary Public for Orescon		
		STATE OF OREGON,	S. 14 Marian Maria Sana Angaran Angaran Maria Mari Maria Maria Ma	
r recording return to:				
Alfreda M. Clar		Filed for record at request	of:	
2158 Eberlein A		Klamath Coun		
Klamath Falls, Z		on this 3rd day at 11:27 o'cl	of July A.D., 19 89 ock A.M. and duly recorded	
a change is requested all tax statements	s shall be sent to the following address:	in Vol. <u>M89</u> of	OCKA_M. and duly recorded	
Same As Above		Evelyn Biehn	County Clerk	
		by Van	Lens Mullendste Deputy.	
		Fee, \$8.00		

SCOULD SEE SCHOOL STEEL DESCRIPTION OF THE PROPERTY OF THE PRO Return 555 SW OLK PL-5 official, This Deed of Trust, made this 29(th) and a day of JUNE 119 89.

CLARKE AND ALFREDA M. CLARKE

A day of JUNE 12 19 89. , as Grantor. whose address is (Street and number, city) 2158 EBERLEIN AVENUE, KLAMATH FALLS, OREGON 97601 State of Oregon, U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION search is the recount of the translation changes, page 1 day , as Trustee, and as Beneficiary. Witnesseth: That Grantor, irrevecably, Grants, Burgains, Sells and Conveys to Trustee in Trust, with Power of Sale, the Propthe grenty in ) on RDAMATH of the Mann has 14 out at your becomes County, State of Oregon; described as: the straight be. A centile acuse that become our ind squarts the father or refull party be Berechters, and squares jette sity to make a continue of the contin the first section and that have appeared on the control of the the migrature is a second management of the second Addition, according to the official management (210). Lot Jan Block (210), Millin Second Addition, according to the official Andrean Calend & Inchided For the Control of the street unging plat chereof on file in the office of the County Clerk, Klamath 10. To spain an and delever at the first of spains cite ted o Countilian quesou; to he mad hy carner, or A skee of the logh in and out at the aprior of the Lastic estail of egusements, or munimer prending, beibe best e ay bet auch भ्योत्ति वैत्रावकृत्ये अवस्थ द्रव्यावस्थातः सन् राष्ट्रात् सार्थातः । वित्राव्या व्यक्ति राज्या र मुन्तिर्वार्यक्षेत्रक स्थानिक मेरे बड्डेड्डिंग ज्यान्त्र हो। एत्यान्त्र चार्च प्रदेश विकास मुक्ता सम्बद्धार There keets Tax. Account No. 3809-3306-1900 dentity to being loss hapatel to the scale to the cut of the state of If the teed in the starting made by lath for under table BY THIS REFERENCE INCORPORATED. Other Airmids, accounties, and ermings needs being by wherearman OF TRUST RIDER ATTACHED, HERETO AND The guid decind many talls mount to be good of the built wit im felieen (13), lans from the nate of the sant as elice Crame. 3 The same than the Spinson of the control court of the control Challed and a lin reserver one or receive the arthering क्षा पु व देवता विक अवस्ति वृद्धिकार प्राप्त अवस्ति द्वार प्रश्नाती वा अवस्ति व्यक्ति व्यक्ति Main pagment, gainginne un e fant or dete fif up gegins Dead o. payment shall, sness mass give profits to the constant of the const The Best of the make in come that are the country of the property of Any acticions in the amount of any sach are been amountary (8D) actorized on the projected of the head tore Const अस्ति की (दिया नाम, ४८, एक्सप्तितः (म.स.चेत्र, इस्टेन्स) एक प्रस्तास्त personneal (h) interest en 1 te nete configu harery; & pd. the k subord ignistration is a timer on to greet to tribudad Bong ( Frog a thog to the city them. It is not be distance under hierrid incoming president. the ground rundlich und touch, spronglage soil graft, gebe and bigge The Posts Gonding on the real party and it signed by Beneficiary to the following from ca me stale; et fortig giall be paid algermonte in a wegte par tent to be be proceed, hereby Bludy be under cognitier and the effree! to antiqued then die The producting grant and continue wanter the court of former or interest files I tie baragraph and all paterants color of the it der the note & gued ्रिक्: क्षेत्रणीतिन्त्रम् शाह्य, एवं, स्टब्ब्ल क्षेत्र ६० स्टब्स्स स्वत्र स्वत्र भ्रम्भात (b) All paye ent thembourd in the 14th po dump subsections of i sessiments helore the same occome del pur e me me there is negligible on the body of With the the meterial miles on the month sensitive areas on the that I have said gradual rents, promine \$1 to \$ and hory. the sign than the second of the control of the property to an the data when goth graph and account press had a face and assess from a self-majority properties of the control - 1848 - 1908 Amerikal was ku sing sing na mangara ing salah salah salah salah salah salah salah salah salah s Pentra Bendak dan salah sal divided by the immune of names to the fire he more printing off delice on the rest transfer tone the suit and many there is to Becausian, Granto, systems, o delete, it ampale to fiere Just, and the contractions which said described property is not currently used for negicultural, timber or grazing purposes. Together with all the renements, lyred taments, and appartenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof. St bleet However, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such reals, issues, and profits. burners and a transfer of the same, with the appurtenances, into Trustee. For the Purpose of Scurles Performance of each agreement of Grantor herein contained and payment of the sum of FORTY THOUSAND ONE HUNDRED SEVENTY AND NO/100monthly payments at patential mad nitrest boyline under the Dollars (\$40,170.00 JUNE 29 1989 with interest thereon according to the terms of a promissory note, dated payable to the Beneficiary or order and made by Grancor, the final payment of principal and interest thereof, if not sooner paid, being due and payable on the first day of Alice 3 JULY 1988 2019

This form is used in connection to the create of trust insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203 (b) and (i)) in accordance with the regulations for those programs. HUD-921637.1(5-85 Edition) Previous Editions Ara Obsolete

- C printed in the server of the second amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however. That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the good because of b prepayment and the executive adjusted to the drift of the countries in a
- 2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums: and 30 hade private go ware the out on a
- (a) A sum, as estimated by the Benefinary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before I month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special astessments, before the same become delinquent; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(ii) interest on the note secured hereby; and (iii) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of

- 3. In the event that any payment or portion thereof is not paid within fifteen (15) days from the date of the same is due, Grantor agrees to pay a "late charge" of four cents (4e) for each dollar so overdue, if charged by Beneficiary.
- 4. If the total of the payments made by Cirantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in compuling the amount of indebtedness. credit to the account of Grantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or the Beneficiary acquires the property otherwise after default. Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accurrylated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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5. To keep said property in as good order and condition as they now are and not to commit or permit any waste thereof,

reasonable wear and tear excepted.

- 6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property. Grantor further agrees:
- (a) to commence construction promptly and in any event within 30 days from the date of the commiment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,
- (b) to allow Beneficiary to inspect said property at all times during construction,
- (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal service of the same,
- (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15)

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon

- 7. Not to remove or demolish any building or improvement thereon.
- 8. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property.
- 9. To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Beneficiary, with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums.
- 10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- 112 To pay at least 10 days before delinquency all assessments upon water company stock; and all rents, assessments and charges for water, appurtenant to or used in connection with said property. to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs. fees, and expenses of this Deed of Trust.
- 12. To pay immediately and without demand all sums expended hereunder by Beneficiary of Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby.
- 13. To do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Deed

named, and theretinon the Trustee herein named thall be discharged and Trustee so appointed shall be substituted as Trust achere index with the name effect us if originally named Trustee berein, g po engeon's genou blank benentable fing biston source

Egyottunung of the ables, was becommit the not even use fix 23. This Deed of Trust shall inure to and bind the heirs. legatees, devisees, administrators, executors, such ssors, and assigns? of the parties hereto. All obligations of Grantor hereunder are join: 1814 and several. The term "Beneficiary" shall main the owner and and the holder, including pledgees, of the note secure dihareby, whether or not named as Beneficiary herein.

24. Trustee accepts this Trust when this Deed of Trust duly: 1800 executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending

he coil RODNEY R. CLARKE Since of Oregon in guards on assignment of the country of the Cornty of assembled and mention byes of any fact arms property

return too the agent are in the imported that there was taken and I, the undersigned, and the Debra Buckingham and property and the

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schAlfrede M. Clarke and but sign on at the Dear of to me known to be the individual described in and who executed the within instrument, and acknowledged that

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she in the same as her free and voluntary act and deed, for the uses and purposes used therein mentioned. The same as the same as constant of the same as the same

sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee. A Ulifa

25. The term "Deed of Trust," as used herein, shall mean the same as, and be synonymous with, the term "Trust Deed," as used in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. 100 a 100

26. As used in this Deed of Trust and in the note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an Appellate Court. (6).8

Signature of Grantor. are Louisid at Laure

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My commission expires 12-19-92

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Part Same

Cui; o or

I, the undersigned, Patricia J. Williams, hereby certify that on this 29th, day of June, 1989, personally appeared before me Rodney R. Clarke, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

The contract of the Contract o

Hermanian graph of a complete or an indicate principal manager indicate from "Almer in the Article of and their great medial properties of the properties of the properties of the first the first of the contract of

Given under my hand and official seal the day and year last above written.

Patricia J. Williams NOTARY PUBLIC - NEVADA **DOUGLAS COUNTY** My Appt. Expires April 23, 1991 of Trust eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cause or suffer to be done, any act which will void such insurance during the existence of this Deed of Trust.

It is Mutually Agreed that:

- 14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or frustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner at dito such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any limbility, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of title, employ counsel, and pay his reasonable fees.
- 15. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and projecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees. release any moneys so received by it or apply the same on any indebtedness secuted hereby. Grantor agrees to execute such further assignments of any compensation, award, damage, and rights of action and proceeds as Beneficiary or Trustee may require.
- 16. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay
- 17. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting 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 affecting this Deed of Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property.

The Grantee in any reconveyance may be described as the person or persons legally entitled therete; and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

Beneficiary during the continuance of these trusts, all rents, issues, toyalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Grantor shall have the fight to collect all such rents, issues, royalties, and profits earned and prior to default as they become due and payable.

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19. Upon any default, Beneficiary may at any time without notice, cittier in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter-upon any take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

20. Upon default by Grantor in payment of any indebtedness

- secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within three the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to three months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the note and all documents evidencing expenditures secured hereby. Notwithstanding the foregoing, this option may not be exercised by the Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.
- 21. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in this Deed of any matters or facts shall be conclusive proof of the truthfulnness thereof. Any person, including Grantor, or Beneficiary, may purchase at the sale. After deducting all costs. fees, and expenses of Trustee and of this trust, including cost of title evidence and reasonable attorney's fees, in connection with sale, Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided on the principal debt; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- 22: Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and instead of Trustee herein

FHA NO.

431:2279622-748

## RIDER TO DEED OF TRUST

LN 1444789 SCHOECK

1	This RIDER TO DE	ED OF TRUST is attac	ched to and made a part of that DEE	D OF TRUST
c	latedJUNE >	<u>29</u> 19, <u>89</u>	, between	
	GRANTOR	RODNEY R. CLARK	E AND ALFREDA M. CLARKE	
	TRUSTEE	U.S. BANK OF	MASHINGTON, NATIONAL ASSOCIATIO	ON .
	BENEFICIAF	Y U.S. BANCORP	그리 사람은 글로 하는 사람들을 하는 하는 것	
	1. Paragrap	h 1 which reads as foll	ows, is deleted:	
	montnly p	payments on the princip h prior to maturity: Prov	debt in whole, or in an amount equal to all that are next due on the note, on the icled, however, That written notice of a at least thirty (30) days prior to prepay	ne first day of
	2. Paragrapl	n 1 is amended to read	as follows:	
	"Privilege	is reserved to pay the d	ebt, in whole or in part, on any instalme	nt due date."
			d to the Deed of Trust following parag	
	or nis des and payal by devise executed	ignee, declare all sums ble if all or part of the p descent or operation on not later than	for approval of the Federal Housing Co secured by this deed of trust to be immorpherty is sold or otherwise transferred of law) by the grantor, pursuant to a con- ticular months after the date on wh	nediately due d (other than ntract of sale
	in accorda	ance with the requireme	to a purchaser whose credit has not be ents of the Commissioner.	en approved
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	of Klainath SS.		alfreda M. Clarke	larke.
	cord at request of:			
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Fee, \$28	.00	Deputy.		