FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	Vol m89 Page 14228
<sup>∞</sup> P:3389 3100 TRUST DEED	1 III CARLENDER AND AND A CARLENDER AND A
THIS TRUST DEED, made this 31st day of STEVEN G. GOLD AND LYNDA J. GOLD, HUSBAND AND WIFE	July, 19
	County attract.
BEND TITLE COMPANY as Grantor; DAVID H. WIRTZ AND BETTY JO WIRTZ AN ESTATE IN FEE SI	MPLE AS TENANTS'IN COMMON
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as Beneficiary, WITNESSETH: WITNESSETH: Grantor. irrevocably grants, bargains, sells and conveys to tru Grantor. described as:	istee in trust, with power of sale, the property
in KLAWATHA	The second state of the second on the second s
LOTS 1 TO 12 NOLUSIVE BLOCK 2, NORTH CHEMULT, ACCORD	DING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAWATH COL	NLA' OUREGON OREGON

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2708-21BC-600 KEY: 168213

UIE 80 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 lixtures now or hereafter attached to or used in connec-tion with said real estate. In the said real estate. In the said real estate of the same of th

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nerein, shall become immediately due and payable, is the advertised and 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 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 the security of this trust deed, grantor agrees: To complete or restore promptly and in good and workmanike manner any building or improvement which may be constructed, damaged or be conclusive promptly and least incurred therefor. To comply when due all costs incurred therefor. To comply when due all costs incurred therefor. To comply when due all costs incurred therefor. To comply which all least attements prosent (b, pay, for filing same in the proper public of isearching agencies as may be deemed desirable by, the by filing officers or searching agencies as may be deemed desirable by, the Same and provide and continuously maintain insurances on the builder.

bin in executing such linancing statements pursuant to the funder or equests, to income the beneficiary may require and to pay for filing summers made by filing follicers or searching agencies as may be deemed desirable by, the beneficiary on y reacting agencies as may be deemed desirable by, the beneficiary or yolice, and continuously maintain insurance on the buildings for over the said premises against loss or damage by fire now or hereafter received on the said premises against loss or damage by fire now or hereafter received on the said premises against loss or damage by fire now or hereafter received on the said premises against loss or damage by fire now or hereafter places that the beneficiary, with loss payable, to the latter; all companies acceptable to the beneficiary may use insurance and or insurance shall be delivered to the beneficiary as soon as insured; of its granter shall tail .or beneficiary are such insurance and or insurance and or insurance policy may be applied on said buildings the beneficiary may use insurance and or any policy of incur the same at grantors expense. The amount of the beneficiary may determine, or at option of beneficiary the entire amount so collected on any determines desires thereby and in such order as beneficiary may determine, or at option of beneficiary is even thereby and in such order as beneficiary any determines or and or provider insurance for construction liens and to pay all not cure or unsult to such targes payable to the same at grantors expense. The amount so there there y part of used target in any determine or any or other charges that may be levied or assessed upon or againg become past due or delinquent and promptly deliver receiver any other any structure or assessed upon or dealing here the said properies in any ast the deterd or the same and the pay for the same or the same and the pay for the same and promptly deliver receiver any other any other to any part the same and promises the same and promise there or the same and prompter before any

pellate court shall adjudge todostate todostate court shall be taken ney's less on such appeal. 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, beneliciary shall have the under the right of eminent domain or condemnation, beneliciary shall have the scompation for such taking, which are in excess of the annount required as compatible costs, expenses and attorney's less necessarily paid of to pay difference to the score and the pain of the monies payable to pay it first upon any reasonable costs and expenses and attorney here population in such proceedings, shall be paid to beneliciary fees. The part of the score and the balance applied upon the indebtedness liciary in such proceedings, and the balance applied upon the indebtedness and 'execute such instruments as shall be increasarily noblaring such com-pensation, promptly upon beneliciary's request. PAt any time and from time to time upon written request of bene-liciary, payment of its less and presentation of this deed and the note for licial in the trial of this less and presentation of this due and the note tor licial of any person for the payment of the indebtedneys, inside may the liability of any person for the payment of the indebtedneys inside the inability of any person for the payment of the indebtedneys trustee may the inability of any term the termination of the indebtedneys trustee may the inability of any term to the termination of the indebtedneys trustee the inability of any person for the payment of the indebtedney the termination (a) consent to the making of any map or plat of said property; (b) join in (10) the termination of the payment of the termination (b) the termination of the payment of the termination (b) the termination of the payment of the termination (c) consent to the making of any map or plat of said property. (b) join in (c) the termination of the pay map of the terminat

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SECONALIVEL granting any easement 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 thereol.-(d) reconvey, without warranty, all or any part of the property.-The frantee in my reconveyance may be described as the "person or persons legally'entitled thereol," and the recitals therein of any matters or lacts shall be conclusive proof of the truthiuness thereol. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5. "I'l'l'l'l'. Upon any delault by grantor hereunder, beneficiary may at any "I'l'l'l'l'. Upon any delault by grantor hereunder, beneficiary may at any "I'l'l'l'l'l', upon any delault by grantor hereunder, beneficiary may at any "I'l'l'l'l'l' upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person have agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebledness hereby secured, enter upon and take possession of said prop-rety or any part thereol, in its own name sue or otherwise collect the rents, issues and exponess of operation and collection, including reasonable attor-ney's lees upon any indebledness accured hereby, and in such order as bettor-iticiary may determine." "I. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other invariance policies or compensation or awards for any taking or damage of there invalies on damage of delault hereonder or invalidate any act dorder or waive any delault or notice. I delault hereunder or invalidate any act do waive any delault or notice.

property, and the application or awards for any taking or damage of the property, and the application or release thereof as aloressid, shall not cure or pursuant to such matice. If the property of the prope

and expenses actually, incurred in enforcing the obligation of the trust deat together with frustee'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 use postponed as provided by law. The trustee may sell said porty either aution to the highest bidder for cash, payable at the inne of sale. Trustes shall deliver to the purchaser its deed in form as required by law conversing the property so sold, but without any covenant act shall be conclusive proof of the truthluness thereoil. Any person, estimation the sale. Trustee shall deliver to the purchaser its deed in the most sale. Trustee the granter and beneficiary, may proof, estimation the sale. "Is. When trustee sells purton, estimation of the sale." autoring the truthluness thereoil. Any person, estimation of the trustee, but including the granter and beneficiary, may purnt to the powers provided herein, trustee salt oney. (2) to the subsequent to the interest of the trustee by trustee by trustee stattore, (2) to the failor or to his successor in interest entitled to suc-shall apply. The processing if the truste and a reasonable charge by trustee stattore, (2) to the granter or to his successor in untere appoint of the samplus. The granter is many appear in the order of their priority and (4) the surplus. If, Breneliciary may from time to time appoint a successor trustee, the latter shall be vested with all title unterest of the successor trustee, the latter shall be vested with all title unterest and substitution shall be easied of appointment, and substitution shall be made by writter more and duries conferred in the property is situated, shall be conclusive proof of progra appointment of the successor trustee. The issue when this deed, duly executed and substitution shall be made by writter more appoint pointment in which the property is situated, shall be conclusive proof of progra appointment of las

NOTE. The Trust Deed Act provides that the trustee hereunder must be alther an attorney, who its an active, member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the lows 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 696.505 to 696.585.

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IN WITNESS WHEREOF, sai	d grantor has hereuntd	o set his hand	the day and year first above	written.
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compliance with the Act is not required, disregar	d this notice. Was actued the	LYNØA J.	ΩLD/	ana ang ang ang ang ang ang ang ang ang
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 Beneficiary
 D LILLE CONTWARK

D. 31st dav of HJSBAND AND WIFE

TRUST DEED

1:1-T.

ELEAEL G. Box, 752 Bend 11124 Co.ED. William Co. Box, 752 Bend 100 97709 ATTN: Christina Weber

BEITY JO WIRTZ



ADDENDUM TO NOTE AND DEED OF TRUST

Lots 1 to 12 inclusive, Block 2, North Chemult, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Default under that certain Contract for Sale of Business Assets, dated July 31, 1989, between the herein named parties, will be considered a default of this Note and Trust Deed obligation.

David H Hing Betty J. 2king Jt s. Seld Anda J. Stard

David H. Wirtz Betty Jo Wirtz n<sup>,31,89</sup>

Steven G. Gold Lynda J. Gold

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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