ISPEN 33491 No. 831. Oregen Trust Deed Series--TRUST DEEC ;00 S. 16 C. 1 TRUST DEED AND. OR. 972 4630 Vol. m89 Page 16313 as Grantor, ASPEN TITLE & ISCROW, INC. CLIFTON R. HAMMILL AND CECILE C. HAMMILL, HUSBAND AND WIFE, WITH as Trustee, and FULL RIGHTS OF SURVIVORSHIIP as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in <u>KLAMATH</u> Lot 14, Block 3, KLAMATH RIVER ACRES, in the County of Klamath, 1940 Jack CODE 97 MAP 3908-3180 TL 5000 3 56.052 وراويه برداء أتنجر محرك THIS TRUST DEED IS SECOND AND INFERIOR TO THAT TRUST DEED RECORDED IN FAVOR OF SUEURBAN PINANCE COMPANY IN BOOK M-86 at PAGE 14854 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THO THOUSAND ETTER HUNDERD ETTER AND 201100 sum of _____INO__THOUSAND_FIVE_HUNDRED_EIGHTEEN_AND_ZO/100---note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, it 50 sold, conveyed, assigned or alienated by the yrantor without first then, at the beneficiary's option, all obligations secured by this inst there, at the beneficiary's option, all obligations secured by this inst therein, shall become immediately due and payatle.
 To protect the security of this trust deal, grantor adgrees:

 To protect preserve and maintain said property in good condition not to Commit or permit any waste of said property.
 To protect preserve and maintain said property in good condition not to Commit or permit any waste of said property.
 To complete or resorve or demolish any be constructed, dumaged or detroyed thereon, and or sincerved therefor.
 To comply with hall laws, ordinances, regulations, covenants, conditions and restrictions attention due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions attention or ordination and to pay to thing sectors and the proper public ellips and the said premises against less or damage by this line to the public ellips of the said premises against less or damage by the said there are any be detered to similar by the said there are any be detered to the said premises against less or damage there are an anound: not heards as the beneficiary may tend insurance on the buildings and any public of lines and continuously maintain insurance on the buildings and any public of lines and continuously maintain insurance on sinued; the said premises against less or damage there are any be detered to any public of lines and to be shelling at the beneficiary in a the beneficiary in a the beneficiary as the beneficiary and the beneficiary and the beneficiary and the beneficiary as the said premise against less or damage during the said premises against less or damage the said and the best of the said and the said and granting any ensement or creating any restriction thereon; (c) join in any subordination or other afreement allecting this deed or the lien or charge grantee in any reconveyance may be described as the "person or persons be conclusive prool of the truthfulness thereon. Trusters is called a state of the property. The legally entitled thereon and the recitals therein of any matters or lacts shall services mentioned in this paragraph shall be not less than 35. 10. Upon any delault by grantor hersunder, beneficiary may at any pointed by a court, and without regard to the advances of be appointed by a court, and without regard to the advances of any security for entry on any part thereoi, in its own name sue or otherwise collect the rents, less costs and prolits, including thoses secured hereby, and in such order as beneficiary may determine.
11. The entries upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of the rand, or demand of the advance of any detaut or or others and projection or porter or any detain or or lease thereof any taking or damade of the rest of the advance of the advance of a secure of the indebut notice. property, and the application or reveau interest as altoresau, shalt not cure or waive any delaul or notice. 1.2. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the exence with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or the such that the beneliciary may declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or the such the beneliciary may declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or the trustee to foreclose this trust deed in equity as a mortgage or the trustee to foreclose the strust deed indeptient and asle, or may direct the trustee to foreclose the strust deed indepties to foreclose by address with the beneliciary of the beneliciary elects to foreclose by address written notice of delault and his election to sell the said described remoded his written notice of delault in the sentile secure and cause to be remoded his written notice of delault in the manner provided in ORS 86.735 to 86.735. I.3. After the trustee has commenced foreclosue this trust deed in the manner provided in ORS 86.735 to 86.735, the states conducts the the delault or delaults. If the delault consists of a lailure to pay, when due, endite amount due at the time of the cure off a hailure to pay, when due, the figure delaults. If the delault consists of a lailure to pay, when due, endite amount due at the time of the cure off a hailure to pay, when due, to figure mount due at the delault consists of a lailure to pay, when due, endite amount due at the time of the cure off any other bediault frait is capable of being dured may be cured by tendering the performance delault frait and pable of cellaults, the person ellecting the cure shall pay to the bediation as weald to ether sees actually incurred in enforming the performance and thail constit of and e and expenses actually incurred in enforcing the obligation of the frust deed together with trustees and attorney's less 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 the obsponted as provided by law. The trustee may sell said property either in one parcel or provided by law. The trustee may sell said property either in one parcel of the time to which said sale and the parcel of the publicate for cash, payable at the time of sale. Trustee skill deliver to the publicate for cash, payable at the time of sale. Trustee skill deliver to the publicate for cash, payable at the time of sale. Trustee skill deliver to the publicate any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any puturchase at the sale. I.S. When trustee sells puturchase at the sale. Sale to puturchase at correct the concension of the trustees of lact shall be conclusive proof cluding the compensation of the trustees of lact the rustee of a sale, trustee sail apply the proceeds of sale to put at the sale ded, (3) the express of sale, inving recorded lines subsequent to the forder of their priority and (4) the surplus. 16. Beneticiary may appear in the interest of the trustee in the trust where to any trustee name herein or to any successor trustee appointed bere-turer. Upon such appointment, and without convert and substitution shell be vested with all thich powers and the sale she with the property and sale appointed herein trustee and substitution shell be made by written instrument executed by bondiciary which, when recorded in the mort sale records of they successor trustee. The latter shall be vested with all title, powers and successor trustee appointed therein and a provided herein and substitution shell be made by written instrument execute any bindiciaries which the property is situated, shell be conclus 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 condenuation, beneficiary shall have the right, il it so elects, to require that all or any portion of the nonies payable to pay all reasonable costs, expenses and attorney's fees recease if y poild or applied by it first upon such aircons, shall be paid to be reliciary and applied by it first upon such and the point of the necessary bene-liciary in such proceedings, shall be necessary in obtaining such costs, accured hereby, and the balance applied upon the indebtodness and execute wheth instruments a shall be necessary in obtaining such com-pensation, prompty upon breaking y request. 9. At any time and presentation of this deed and the note for endorsement (in case of full permets of the indebtodness, trustee may (a) consent to the making of any map or plat of said projerty; (b) join in It is mutually agreed that:

NOTE: The Trust Deed Act provides that the trustee hereunder roust by either on attarney; who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do busines undir the laws of Oregon or the United States, a title insurance company publicities to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an acrow agent licensed under ORS 696.535 to 696.585.

The grantor covenants and agree	is to and with the	he beneficiary and those claiming under him, that he is law- y and has a valid, unencumbered title thereto burban Finance Company
cept Trust Deed in I		
hat he will warrant and forever	delend the same	e agninst all persons whomsoever.
		$ \begin{array}{llllllllllllllllllllllllllllllllllll$
		described note and this trust deed are:
(a)* primarily for granitor of feven if	grunto: is a natural	esented by the above described note and this trust deed are: d purposes (see Important Notice below), il person) are for business or commercial purposes.
This deed applies to, inures to the burnel representatives, successors and assi	enofit of and binds gns. The term bene be refigury herein.	s all parties hereto, their heirs, legatees, devises, during pledgee, of the contract efficiary shall mean the holder and owner, including pledgee, of the contract In construing this deed and whenever the context so requires, the masculine
and representatives, successful and as a red hereby, whither or not named as a er includes the leminine and the neuter IN WITNESS WHEREOF, s	, and the singular n said grantor has	white many many first above written.
FORTANT NOTICE: Delete, by lining out, wh splicable; if werranty (a) is applicable and wh word is defined in the Truth-in-Lendin (iclary MUST comply with the Act and Re	ichever warranty (a) d the buneficiary is a ug Act and Reputation gu attos by making 1319, ar eat	or (b) is predictor of Debarah S. Froton 8-29-89
course; for this judgess on required, disre appliance with the Act is not required, disre	gard Hils notice.	Control and C. M. Campoor and A. Santa an
n signer of the above is a corporation, the form of acknowledgement appeals.)		STATE OF OREGON, }
ATE OF ORECOD, / County of Klamath The instrument was selfnowledged		County of
Roverte J., Froton and		17 n/s instruction
Sz BEOLan	21-	Notary Public for Oregon (SEAL
SEAL) My commission expires: R	euclic for Oregon	
	REQUE To be used 9	EST FCR FULL ESCONVEYANCE only wix a obligations have been paid.
0:		Tristoe
The undersigned is the legal own rust deed have been fully puid and sat	er and holder of all islied. You hareby to cancel all evid	I indel tedness secured by the foregoing trust deed. All sums secured by sa are directed, on payment to you of any sums owing to you under the terms tencer of indebtedness secured by said trust deed (which are delivered to you tencer of indebtedness secured by said trust deed (which are delivered to you ithout warranty, to the parties designated by the terms of said trust deed to
sud frust deed of pintania trust deed) herewith together with said trust deed) estate now held by you under the same	Ifail reconveyanc	ce and documents to
DATED:	, 19	
in antion (, karan Mara unary anti-		Constant and the trustee for concellation before reconveyance will be made.
De not less or destroy this Trust Deed Of	I THE NOTE which it see	
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(FOEM No. (181)		of
(FORM No. (181)	Cranto"	space REBERVED FOR RECORDER'S USE FOR RECORDER'S USE
(FORM No. (181) STEVENS.NESS LAW, PUB. CO., FORTLAND. C.1.1 I. J.	Orantor UMII (instiderer S	of
(FORM No. (181) <u>STEVENS-NESS LAW, PUS, CO., PORTLAND.</u> CO. 1 3 4 4 4 4 C. 1 4 4 C. 1 4 4 4 C. 1 4 4 C.	Orento: UMII UUUI nsticlero: C	of