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FORM No Vol. mag Page 16321 MT C -: 22027-K TRUST DEED 4636 89 between August

Stervij.J. Wilson MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY as Trustee. and

Frances J. Barker and John M. Barker, not as tenants in common but with the right of survivorship , or survivor as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

REFER TO THE ATTACHED LIXIAL DESCRIPTION

THE MOBILE HOME LOCATHO ON THIS PROPERTY SHALL NOT BE MOVED WITHOUT THE WRITTEN PERMISSION OF THE BENEFICIARY HEREIN.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertuining, and the routs, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURFOSE OF S.SCURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY NINE THOUSAND AND NO/100------

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to burdiciary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable <u>Per terms</u> of note <u>19</u>. The date of maturity of the dubt scoured by this instrument is the date, stated above, on which the final 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. To protect the security of this trut dead denote

sold, conveyed, assigned or alienator by the grantor without first then, at the beneficiary option, all oblightions secured by this institute in the therein, shall become immediately due and papels.
 To protect the security of this trut deed, grantor agrees:

 To protect preserve and maintain suil property in gool conditions in the therein shall become intervent which must be improvement thereon; not to compose or denomine any building or improvement which must be constructed, Canaded or destroyed thereon, and pay then due all costs insured therefor.
 To comply with ull haw, ordin news, regularing, covenents, conditions and restrictions allocing said property: if the beneficiary so requests, to join in executing auch linearing statements put and to the Uniform Commercial Code as the beneficiary may require and to pay for Hing sures in the proper public office or office, as well as the cast of and consults of the beneficiary in a require statement synch.
 To comply with ull haw, ordin news, requesting, covenents, condition in executing auch end the trut be consult of the solution of the said premises at saint loss or damage by the beneficiary or searching agencies as may be detended binshie by the form any policy of insurance to the beneficiary and the said premises at saint loss or damage by the other haards as therefore, we and the saint present on the buildings the beneficiary and the said premises at an to consult in the form or sheet insurance policy may be applied by beneficiary and the said process and the saint herein the ordin a substate and the saint and the second at the saint have and the saint and the saint have any consult in the saint and the sai

It is mutually agreed that: 8. In the event that any portion of all of said property shill be taken under the right of eminent domain or convernation, beneficiary shall have the right, if it is elects, to require that all or any portion of the movies payind as compensation for such taking, which are in vecess of the amount required to pay all reasonable costs, expenses and attirney's less necessarily paid or incurred by grantor in such proceedings shull be rule to the movies payind applied by it first upon any reasonable costs and expenses and attirney's free, both in the trial and applilate courts, meessuily paid or incurred by bene-liciary in such proceedings, and the behave inplied upon the indebtedness accured hereby; and granter agrees, at like own expense, to take such actions; and ersecuts such instruments as ahall in own expense, to take such actions; 9. At any time and from time to timu upon written required to ben-ricitary payment of its lees and presentation of this deed and its note for endorsement (in case of full reconveyances; for cancellation), without time and the indebtify of any person for the payment of the indebtedness (a) consent to the making of any map or plut of and property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoi; (d), reconvey, without anrihity, all or any part of the property. The grantee in flow thereoi," and the recitals therein of any matters or lacts shall be considered by thereoi, and the recitals thereoi. Trustee's less lor any of the statistic product of the truthulmess thereoi. Trustee's less lor any of the product of the truthulmess thereoi. Trustee's less lor any of the ap-time without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security lor the indebiedness hereby secured, enter upon and take possession of said prop-erty or any part thereoi, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attor-ney's less upon any indebtedness secured hereby, and in such order as bene-licitary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and prolities or thereoids of the rend other insues and policies or compensation or awards for any taking or damage of the property, and the aplication on release thereoid and such and and other insues any detault by grantor in payment of any indebtedness secured pursuant to such notice.

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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser is deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall delive to the oblightion secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to suck surplus. 16. Beneficiary may from time to time appoint a successor or succes-sors to any trustee second to the successor or successor

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 6. Beneticiary may from time to time appoint a successor or successors for any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all tile, powers and duries conterred upon any trustee herein anned or appointed here under. Each such appointment, and substitution shall be made by written instrumment executed by beneticiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive prool of proper appointment of the successor trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to molity any party hereord as provided by law. Trustee is not obligated to molity any party hereord as inder any other deed or 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 this truits hereunder must be either an altornay, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to as business under the laws of Oregon or the United States, a title insurance company nuthorized to insure title to real property of this state, its subsidiaries, affilicites, agents or branches, the United States or any agency thereof, or an ecrow agent licensed under ORS 696.505 to 696.585.

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(a)* primarily for grant	or's personal, lamily or h	ousehold zurposes (see In	re described note and this trust deed portant Notice below), usiness or commercial purposes.	are:
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boneficiary MUST comply with th disclosures; for this purpose use S	e Act and Regulation by m livens-Ness Form No. 1319	naking required , or equivalent.	Sheryl J. Wilson	
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LEGAL DESCRIPTION

Lot 1, Block 1, TRACT NO. 1131, THE WADES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a parcel of land for road right-of-way situated in Lot 1, Block 1 of Tract: 1131, The Wades, a recorded subdivision in Klamath County, Oregon; being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 1, Tract 1131; thence South 15 degrees 06' 55" East along the Easterly right-of-way of the Bly-Bonanza County Road, 140.00 feet; thence North 74 degrees 53' 05" East 125.00 feet to the Southwesterly right-of-way of the Keno Springs Road; thence North 56 degrees 52' 28" West along the Southwesterly right-of-way line, 187.68 feet to the point of beginning. Containing 0.20 acres, more or less.

Max Account No: 3811 015C0 00500 (with other property)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

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