FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	n - 19960
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THIS TRUST DEED, made this	, 19.89 , between
RUSSELL CLARK AND ELIZABETH CLARK, husband and wife	, 19, between
as Grantor, KLAMATH COUNTY TITLE COMPANY	, as Trustee, and
as Beneficiary,	

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

Lots 20 and 21 in Block 55 Klamath Falls Forest Estates Highway Unit, Plat No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereot, it notes of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereot, it The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of scid note sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable. To the secured by this instrument, irrespective of the maturity dates expressed therein, or no payable conversed assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

sold, conveyed, assigned or a lienated by the grantor without lists there, at the beneficiary's option, all obligations secured by this institered, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain said property:
for protect, preserve and maintain said property in §ood condition and repair not to remove or demolish any building or improvement thereon.
To comply with all taxs, ordinaneousrued therefort.
To comply with all taxs, ordinaneousrue therefort.
To comply with all taxs, ordinaneousrue therefort.
To comple and continuously maintain insurance on the buildings proper public office or offices, as well as the cost of all lien secrets mathered the said premises against loss or damage by life ordinane scapetable to the beneficiary with taxs fordinane sinsured; and any policy of insurance on proveme any such monta as insured; if the fording the safet present on the suidings prove the addition of the safet present of the safet present of the addition of all latter; all if the fording the safet present or provement tax any default or insurance policy may be applied by beneficiary with taxs office or as secretable place office any provement and tax and the safet present or present as an and the safet present or present as a secretable place and the safet present or provement and tax and the secretary and in such order as beneficiary with tax fordinaneo or release shall active resea

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any portion or all ol said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or applied by it first upon any costs and expenses and attorney's fees to the trial and appellate courts, necessarily paid or incurred by bene-liciary in such proceedings, shall be necessary in obtaining such com-pensation, promptly upon the shall be necessary in obtaining such com-pensation, promptly upon the shall be necessary in obtaining such com-pensation, promptly upon the shall be necessary in obtaining such com-pensation, promptly upon the and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting the indulty of any person tor the payment of the indebtedness, (b) ion in the making of any map or plat of sid property; (b) join in the making of any map or plat of sid 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 warranty, all or any part of the property. The legally entitled thereto? warranty all or any part of the property. The legally entitled thereto? warranty all or any part of the property. The legally entitled thereto? warranty all or any part of the property. The legally entitled thereto? warranty all or any part of the property. The legally entitled thereto? warranty all or any matters or lacts shall services mentioned in this paragraph shall be not less than \$5. Or upon any delault by grantor hereunder, beneficiary may at any town any part thereof, and without regard to the adequacy of any security for the indebted ensembles were entry or any part fuereol, in its own name sue or otherwise collect the renis, tess and profits, indebtedness secured hereby, and in such order as beneficiary may determine.
For the indebted ensembles of the profits or the proceeds of lire and other insurance policies or compensation or awards for any leange of the property, and the application or release thereod and insuch order as beneficiary may default or notice of delault hereunder or invalidate any a default or the proceeds of lire and other provers, and delaut by grantor the proceeds of lire and other provers, and delaut by grantor in payment of any indebtedness secured.

Property, and the application or release thereot as anoresing, shall not cure of waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately dora do payhele. In such an event the beneficiary, at his election may proceed to locate this trust deed in equity, as a mortgage or direct the trustee to colores this trust deed advertisement and sale; or may direct the trustee to colores this trust deed in equity, as a mortgage or direct the trustee to colores this trust deed of the beneficiary elects to foreclose by advertisement and sale. In the event the beneficiary elects to foreclose by advertisement and sale, if the event and his election to agree the trustee to colores this trust deed of the trustee shall execute and cause to be recorded his written the obtigation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the farmory other trustee dot, the default man such portions as outh the default or defaults. If the default consists of a lailure to pay, when due the infinite amount due at the time of the cure other than such portion as sould being cured may be cured by tendering the performance required under the endire amount due at a direct we trust any day to the beneficiary all costs being cured may be cured by tendering the performance required under the cobligation or trust deed. In a default may be cured by paying the default, the person elfecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforming the obligation of the trust deed. In any case, the sale shall be held on the date and

together with trustee's and attorney's fees mot 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 sale may be postponed as provided by law. The trustee may sell said sale sale may be postponed as provided by law. The trustee may sell said sale sale may be postponed as provided by law. The trustee may sell said sale sale may be postponed as provided by law. The trustee may sell said sale or the time 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 into plied. The recitals in the deed of any matters of lact shall be conclusive port of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. The when trustee sells pursuant to the powers provided herein, trustee shall may the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's and the trust is may appear in the order of their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to the powers or interest entitled to such

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such surplus. If the entities of the successor is a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointenent on the subcessor trustee to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or a white discussion. Each such appointment and substitution shall be ended by pointed hereunder. Each such appointment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. If Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is and subsidier on notify any party hereto of pending sale under any other deed of 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.

DTE: 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, trust company 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 sperty 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. NOTE:

19961 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 and that he will warrant and forever defend the same against all persons whomsoever. 가는 전망 가지 있는 것 역년 : 아니가 나는 거 있 The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. X RUSSELL CLARK ARETH CLARK i se de la serie de la ser La serie de la s STATE OF CALIFORNIA On this.....17th......day of . October in the year 1989 Yolo COUNTY OF , before me,Russell and Elizabeth Clark personally known to me (or proved to me on the basis of satisfactory evidence) to be FICIAL SEAL TAMMY M. SMYTH the person S. whose names are Notary Public-California subscribed to this instrument, and acknowledged that . . . the .y . . executed it. PRINCIPAL OFFICE IN IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal YOLO COUNTY My Commission Expires Oct. 5, 1990 in this certificate. comment is only a general form which may be proper for use in simple transactions and in no its, or is intended to act, as a substitute for the advice on an attorney. The printer does not any warrang, eather express or implied as to the logal validity of any provision or the vay acts, or is interv Notary Public, State of California My commission expires October 5, 1990 Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83) and a second from the second herewith together with said trust deed) and to reconvey, without warranty. to the parties designated by the terms of said trust deed the estate now, held by you under the same. Mail reconveyance and documents to Mathematical Advances and ne en sent self senten De Origense antistanten de la surra la senten in broute de contrastante de senten de senten de senten de sente DATED: <u>In sur van de la surra de la surra de senten de senten de surra de senten de senten de senten de senten</u> Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED Ø. COMULY CIENC OF NEWSTATE OF OREGON, 6 (FORM No. 881) SCOCK LAWTPUB. COT PORTLAND. ORE gret m. de cribed we was received for record on the ...19th day Research in book/reel/volume No.M89....... on FOR page 19960 or as fee/file/instru-RECORDER'S USE Beneficiary ment/microfilm/reception No. . 6663, Record of Mortgages of said County. an country Witness my hand and seal of LL GIVER Hirepring county affixed. AFTER RECORDING RETURN TO RUST DEED: made to Day of -KCTC Treu. OC COLEVELYA Biehn, County Clerk 6663 Fee \$13.00 By Pauline Mullend Me Deputy

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