** <b>6675</b>	TRUST DEED	Vol.mag Page 13310		
THIS TRUST DEED, made this	_2day of	October	, 19.89, between	
R. Keith Brandon and Paul	ine J. Brandon,	_husband_and_wi	fe,	
as Grantor, Aspen Title & Escre	ow, Inc.	Till State of the	, as Trustee, and	
Klamath Falls Lodge No. 1	106, Loyal Orde	r of Moose,	numar andre capa in the co Bucada Daguita, grandina di dise	
as Beneficiary,	WITNESSETH:	H. West Arest		
Grantor irrevocably grants, bargains,	sells and conveys to t	rustee in trust, with pov	ver of sale, the property	
inKlamathCounty, O	regon, described as:	and the second second		
्राच्या करिया है। इस स्थान के प्राप्त करिया है जिसके हैं। इस स्थान करिया है जिसके हैं। इस स्थान करिया है जिसके अपने के प्राप्त करिया है कि स्थान करिया है जिसके करिया है जिसके हैं। इस स्थान करिया है कि स्थान करिया है जिसके			on Marianta makerimining	
See Attached Exhibit "A"				
usida Dhall			전략적용 여기가 인공되었습니다. 보다 전략을 받는 경독, 보육하다	

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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Fifty thousand and no/100-----... Dollars, with interest thereon according to the terms of a promissory --\$50,000.00-note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instrict then, at the beneficiary's option, all obligations secured by this instrict then, at the beneficiary of this trust deed, grantor agrees:

1. To protect, preserve and maintain, said property in good condition and repair; not to remove or denoils any building or improvement thereon, not to commit or permit any waste of said property in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyes of the property with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings when the cost of a such other less than \$111.SULTADLE VALUE...., witten in companies exceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail or any reason to procure any such insurance and to deliver said policies to the beneficiary with loss payable to the latter; all policies of insurance now or herealter placed on said buildings the beneficiary; may procure the same at grantor's expendite buildings the beneficiary; with post payable to the desirable in a such notice.

5. To keep said premises the from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or any affirm the such notes. The property before any part of such taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such t

It is mutually agreed that:

8. In the event that any portion or all ol said property shall be taken under the right ol eminent domain or condemnation, beneliciary shall have the right, it it so elects, to require that all or any portion of the monies payed 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 incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it lirst upon any reasonable costs and expense and attorney and paying the paid of the paid to beneliciary in such proceedings, and the balance applied upon the indebtedent secured hereby; and grantor, agrees, at its on expense, to take such actions and execute such instruments as and request. Such as the proceedings are presented to take such actions and execute such instruments as and request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of till reconveyances, for cancellation), without alteriar 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 altecting this deed or the lien or charge thereoi; (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 thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either 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 and take possession of the property or any part thereof, in its own name sue or otherwise court of the reliable support of the property of the pr

varies 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 due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to proclose this trust deed in equity as a mortgage or direct the trustee to proclose this trust deed in equity as a mortgage or direct the trustee to proclose this trust deed of the beneficiary elects to foreclose by advertisement and sale, the heneficiary of the trustee shall exceed and cause to be recorded his written notice of default and his election to sall the said described real property to satisfy the obligation secured hereby whereupon the trustee shall itx the time and place of sale, give notice thereof an other property of the said described real property to satisfy the obligation secured hereby whereupon the trustee shall itx the time and place of sale, give notice thereof an other property of the same secured by the same secured by the default consists of a failure to pay, when due the default of default and the fine of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by the default on the name of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by the default consists of a failure to pay, when due entire amount, due at the time of the cure other than such portion as would be infine cured by the d

together with trustee's and attorney's tees 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 its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. 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 apply the proceeds of sale to payment of (a the expense of sale, including the compensation of the trustee by the trust deed, (3) to all persons having reach the sale to the payment of the trust deed, (3) to all persons having reacher the trust that the surplus, if any, to the grantor or to his successor in interest entitled to surplus, if any, to the grantor or to his successor in interest entitled to surplus.

deed as their interests may appear in the successor in interest entitled to sucn surplus. If any, to the grantor or to his successor in interest entitled to sucn surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when, recorded in the mortfage records of the county or counties which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Tustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to 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.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attarney, who is an active member of the Oregon State Bar, a bank, trust company or 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 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.

The and there are the free of the age of the property of the contract of the c	The Court of the C	iciary and those claiming under him, that he is law is a valid, unencumbered title thereto
and that he will warrant and forever del	fend the same against	all persons whomsoever.
unicipal professional description of the control of	t of recently the fills of the so the extension of the state 201 on possible of the inter-	
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The grantor warrants that the proceeds of (a)* primarily tor grantor's personal, tamil (b) for an organization, or (even it grant	the loan represented by the ly or household purposes (s	a above described note and this trust deed are:
This deed applies to, inures to the benefit	tor is a natural person) are it of and binds all parties he	for business or commercial purposes,
gender includes the feminine and the neuter, and i	the singular number includes	this deed and whenever the context so requires, the masculing
IN WITNESS WHEREOF, said g	grantor has hereunto set	t his band the day and year light above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever, not applicable; if warranty (a) is applicable and the beas such word is defined in the Telephone.	r warranty (a) or (b) is eneficiary is a creditor	Chille Sure Sa
beneficiary MUST comply, with the Act and Regulation disclosures; for this purpose use Stevens-Ness Form No. If compliance with the Act is not required, disregard thi	n by making required	Pauline & Brandon
If the signer of the terror	is notice. The second s	Harriston de Laboratorio de Carlos de Laboratorio d
Table 18 (Margarette State of	Age of first statement of the section of the sectio	
NERAL ACKNOWLEDGMENT		222222222222222222222222222222222222
State of <u>California</u>		hday of <u>October</u> 19 <mark>89</mark> , before me
County of Riverside SS		
		Notary Public, personally appeared
		andon and Pauline J. Brandon
OREICIAI CEVAT	☑ personally kno	DWn to me
M. J. CLITHEROW NOTARY PUBLIC - CALIFORNIA	to be the person(s	on the basis of satisfactory evidence s) whose name(s) <u>are</u> subscribed to the
My Comm. Expires Sept. 1, 1992	within instrument WITNESS my han	, and acknowledged that <u>they</u> executed it. d and official seal.
		<b>/給八</b> 松がほうとう。
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	Notary's Signature	
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Do not lose or destroy this Trust Deed OR THE NOTE which	Notary's Signature  NATIONAL  19	NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, of the property of the control of the control of the trustee for cancellation before reconveyance will be made.
ATED:	Notary's Signature  NATIONAL  19	NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, of the property of the control of the trustee for cancellation before reconveyance will be made.  STATE OF OREGON,  County of SS.
Do not lose or destroy this Trust Deed OR THE NOTE which  TRUST DEED  [FORM No. 881]  STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	Notary's Signature  NATIONAL  19	Beneficiary  STATE OF OREGON,  County of
Do not lose or destroy this Trust Deed OR THE NOTE which  TRUST DEED  [FORM No. 881]	Notary's Signature  NATIONAL  19	Beneficiary  STATE OF OREGON,  County of  Certify that the within instrument  was received for record on the
Do not lose or destroy this Trust Deed OR THE NOTE which  TRUST DEED  [FORM No. 881]  STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	Notary's Signature  NATIONAL  19	Beneficiary  Beneficiary  STATE OF OREGON,  County of
Do not lose or destroy this Trust Deed OR THE NOTE which  TRUST DEED  [FORM No881]  STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.  Grantor	Notary's Signature  Notary's Signature  NATIONAL  (19) The secures. Both must be delivered  the secures. Both must be delivered  SPACE RESERVED  FOR  RECORDER'S USE	Beneficiary  Beneficiary  STATE OF OREGON,  County of  I certify that the within instrument  was received for record on the day of 0'clockM., and recorded in book/reel volume No
Do not lose or destroy this Trust Deed OR THE NOTE which  TRUST DEED  [FORM No. 881]  STEVENS-NESS LAW PUB. CO. PORTLAND, ORE.  Grantor  Grantor  Grantor  Boneficiary	Notary's Signature  Notary's Signature  NATIONAL  19	Beneficiary  Beneficiary  STATE OF OREGON,  County of  I certify that the within instrument was received for record on the day of 0'clock M, and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Mortgages of said County.  Witness my hand and seal of
TRUST DEED  (FORM No. 881)  STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.  Grantor  Beneficiary  AFTER RECORDING RETURN TO	Notary's Signature  Notary's Signature  NATIONAL  (19) The secures. Both must be delivered  the secures. Both must be delivered  SPACE RESERVED  FOR  RECORDER'S USE	Beneficiary  Beneficiary  STATE OF OREGON,  County of  I certify that the within instrument was received for record on the day of 0'clock M, and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Mortgages of said County.

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## EXHIBIT "A"

All of Lot 6, Block 48, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the most Westerly 19 feet of said Lot as conveyed by Samuel T. Summers and Nellie H. Summers, husband and wife, to Horace S. Clark by Deed dated January 16, 1905, and recorded February 23, 1905, in Volume 17 at Page 163 of Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM the Southeast twelve feet (SE 12 feet) of the Northeast Forty-seven and 83/100 (NE 47.83 feet) of Lot 6, Block 48, Nichols Addition to the City of Klamath Falls, which was deeded to the City of Klamath Falls to be used as an alley by the Public as recorded October 27, 1958 in Book 305 at Page 360.

CODE 1 MAP 3809-32AA TL 8000

STATE OF OREGON: COUNTY OF KLAMATH: SS

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File	d for recor	d at reques	t of	Aspen Title	Co.	the	19th	day
of _		Oct.	A.D., 19 <u>_8</u>	9at3:43_	_ o'clockP_M.	, and duly recorded in	n Vol. <u>M89</u>	
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