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MARK.

A WARDEN PORCH

575 208 const minist Andrew M. Olds & Cindy M. Olds, husband and wife

as Grantor, Mountain Title Company of Klamath County as Trustee, and Mark David Kaichen & Jane Marie Kaichen, husband and wife to sold more than the second more t TT RETELIST A CLEUE CHARTE PUTCHELESSED AT THE tainit: 09A

as Beneficiary,

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11 69 WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property inKlamath......County, Oregon, described as: Sector instances of the

The SW1/4.of the SW1/4, Section 29, Township 37, Range 11 East of the Willamette Meridian, according toothe official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3711 00000 01300

GRANTORS HEREIN AGREE NOT TO REMOVE TIMBER FROM PROPERTY UNTIL THIS TRUST DEED HAS BEEN mails (control) FULLY RECONVEYED.

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 connecow or nereatter appertaining, and the rents, issues and profits thereof and all lixtures now or nereatter attached to or used in connec-on with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE.

tion with said

herein, shall become immediately due and payable.

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ein, shall become immediately due and payable, a new out water in To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition reairs not to remove or demolish any building or improvement thereon; I. 2000 complete or restore promptly and in good and workmanlike any building or improvement, which may be constructed, damaged or troy of thereon, and pay when due all costs incurred therefor. It completes any when due all costs incurred thereformer and there is and and restrictions allecting said property. If the baseling of some comments, condi-tions and restrictions allecting said property if the baseling units for Code as the baseliciary may require and to pay for lengasches made listing officers or searching agencies as my be deemed desirable by the tiling vices of the continuously maintain insurance on the building

non in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may well as the cost of all lien searches made proper public officers or searching agencies as may be deemed desirable by the beneliciary.
"A To provide and continuously maintain insurance on the buildings from or hereafter erected on the said premises, against loss or damage by fire and such other harards as the beneficiary may lim time to time require, in an amount, not less that the beneficiary and lime to the latter; and insurance on the buildings of insurant, and the beneficiary and lime to the latter; and indicate a state that the delivered to the construction as provide as the delivered to the construction of any policy of insurance now or hereafter placed on safe buildings to the grantor shall be delivered to the construction as the delivered to the construction as the delivered to the same at grantor's expense. The unmonthe beneficiary if is or of the insurance policy may be herelicary any determines on depander of beneficiary the entire amount so collected, or any determines and ther insurance policy may be herelicary any determines and the indice any addition or release shall any determine or any determines the there indice and the such application or release shall any determines and ther charges that may be levied on such and there charges that may be levied on assessed upon or the such assessed upon or or beneficiary with lords the such any determines. The applicit by denomes there any be levied on a such and there charges that may be levied on assessed upon and there any be levied on assessed upon and there any addit interest at they in marage and the secured by this interest and there any addit the grantor fail to make pay and the advice any addit the grantor fail to make pay and the secured by this trust deed, without waiver of any rights there there shall on the contract bar of a secure bar of the secured by this trust deed, without waiver of any priving the beneficiary with lands wit

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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, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable is compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and statube paid to beneficiary and paplied by grantor in such proceedings, shall be paid to beneficiary and paplied by if lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by grantor and expenses and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by ben-secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary) in obtaining such com-gendering and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions pensation, promptly upon beneficiary's request. 9. At any time and from time to time (pay withen request of bene-licaty, payment of its lees and presentation of cancellation), without altering the liability of any person for the payment of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

substitution of the second sec

ney s rees upon any indextunes where the procession of said property, liciary may determine. With the entering upon and taking possession of said property, with the proceeds of the process of the proceeds of the and of such rents, issues and prolits, or the proceeds of the and insurance policies or compensation or available and the application property, and the application of release thereof as aloresaid, shall not cu waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

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 any agreement hereunder, time being of the essence with respect to such payment any agreement hereunder, time being of the essence with respect to such payment any agreement hereunder, time being of the essence with respect to such payment any agreement hereunder. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by a divertisement and safe, or may directic the trustee to pursue any other right or advertisement and safe, or may directic the trustee to pursue any other right or the beneficiary elects to foreclose by advertisement and safe, the beneficiary of the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said describ shall fix the time and place of safe, give notice thereol as then required 586.735 to 86.795. In the manner provided in ORS 86.735 to 86.795. In the manner provided in S adva before the date the trustee conducts the safe, and at any time prior to 5 days before the date the truste conducts the safe, the grantor or any of the default consists of a failure to pay, when the sums secured by the trust is a data law the prior by gaving the sums secured by the trust more data the any be cured by paying the sums secured by due the time of the cure other than such portion as well and not then be due thad no default cocurred. Any other default is capable of not then be due thad no default occurred. Any other default that is capable of not then be due thad no default occurred. Any other beneficiary and the default or obligation on trust, ded. In a verse, in addition to curing the default or obligation in trust, ded. In any case, in addition to curing the default or

indexterive with trustee's and attorney's tees not exceeding the amounts provided together with trustee's and attorney's tees not exceeding the amounts provided by law. C Gtherwise, 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying of the truthlulness thereol. Any succhase at the sale. So the property so sold, but without any succhase at the sale. Its When trustee sale to payment of (1) the expense of sale, firstee is hall apply the proceeds of the trustee and a reasonable charge by trustee saltorney. (2) to the obligation of the trustee and a reasonable charge by trustee satorney. (2) to the obligation of the trustee and a trustee in the truste deed as their interest may appear in the order of their priority and (4) the surplus. If any, to the grantor or to his successor trustee appointed here to the truste and the first not any successor trustee appointed here any first and the grantor or to his successor trustee appointed here any from time to the grantor or to his successor trustee appointed here

surplus, it any, to the granior or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-its of any trusted anned herein or to any successor itruste appointed here-sors to any trusted appointment, and without conveyance to the ouccessor under. Upon atter shall be vested with all title, powers and dath appointment upon abit trustee herein named or appointed hereunder. Each sath appointment and subject to the context of the provided in the mortfage records of the county or counties in when the property is situated, shall be conclusive proof of proper appointment which the successor trustee. of the successor trustee.

which the property is such that the second s

NOTE: 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 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 read property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an estrow agent licensed under OSS 455.585.

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The grantor covenants and agr fully seized in fee simple of said desc	ees to and with the	beneficiary and those claiming under him, that he is law- nd has a valid, unencumbered title thereto
and a second	iou rea property a	na nas a valid, unencumbered title thereto
[4] A. B. B. M. M. M. K. M. S. M.	Ay (MCD) and an	
and that he will warrant and forever	defend the same ag	ainst all persons whomsoever.
(1) And M. Weissen, "A set of the set of the second set of the second second set of the second se	enter de la construction de la construction Françaises de la construction de la construction Construction de la construction de la construction	
[12] Barter and C. S. Strandski and S. Strandski and S. Sangari. And S. Sangari. Sciences of the strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski st Strandski strandski strandski	enny gen provinsi ang Aliti Matania (k. 1997) ang	
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(a)* primarily for grants that the proceed (a)* primarily for grantor's personal, f (b) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	s of the loan represented amily or household purp	by the above described note and this trust deed are: Sees (see Important Notice below),
Personal representatives, successors and assign	netit of and binds all pairs. The term beneficiary	rties hereto, their heirs, legatees, devisees, administrators, executors, shall mean the holder and owner, including pledgee, of the contract struing this deed and whenever the meaning pledgee, of the contract
genuer includes the teminine and the neuter, a	and the singular number	includes the plural.
IN WITNESS WHEREOF, sai	id grantor has hereur	nto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete by lining out which	같은 이상에 가지만 가지 않는 것이 있는 것이다. 이 한 것 같은 것은 것이 같은 것이 있는 것이 있는 것이 있는 것이다. 같은 것이 같은 것이 같은 것이 있는 것이 있는 것이 같은 것이 있는 것	andrews In Orlaha -
as such word is defined in the Truth to the	he beneficiary is a creditor	Andrew M. Olds
beneficiary MUST comply with the Act and Regul disclosures; for this purpose use Stevens-Ness Form If compliance with the Act is not required, disregar	ation by making required	
	d this notice.	Sindy My, alda
(If the signer of the shave is a corporation, use the fam of acting legement opposite.)		Cindy M. Olda
STATE OF OREGON-		
County of - Elemath		E OF OREGON,
This instfument was acknowledged be	「新聞」「新聞」「新聞」「新聞」「「「「「「「」」」」	nty of
October 425. A 1989 by Andrew M. Olds & Cindy M. Olds		by,
	as	
Tristi Che	d d	
(SEAL)	tor Oregon Notary	Public for Oregon
My commission expires: ////(0 81 My con	imission expires:
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TO: COMPANY AND A COMPANY AND A COMPANY		
The undersigned is the least owner and	and the stand states of the second states of the second states of the second states of the second states of the	
		is secured by the foregoing trust deed. All sums secured by said on payment to you of any sums owing to you under the terms of
herewith together with said trust deed) and to	reconvey, without warran	to the parties designed by the two is a delivered to you
estate now held by you under the same. Mail i	reconveyance and docum	ents to
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TRUST DEED	nierzez za za	STATE OF OREGON,
STEVENS NESS LAW PUB. CO., PORTLAND. ORE.	Liver zewocarba	SS.
Andrew M. Olds & Cindy M. Olds		was received for record on the .27.th.day
	oris, rults and control 7. Cragon, download	
Bonanza, OR 97623 Grantor	SPACE RESI	in book/reel/volume No
Mark David Kaichen & Jane Marie	FOR Kaicherfecorder	page 20659 or as fee/file/instru-
Box 1775261 Zalouch to seve the col	, Kalchan, Much	
Steamboat Springs; CO Beneficiary	spany of Klamat	Witness my hand and seal of
VITAL OFTER RECORDING RETURN TO	mecand and the	County affixed.
Mountain Title Company 222 South <u>Si</u> xth	2045	A Control Evelyn Biehn, County Clerk
Klamath Fálls, OR 97601	Fee \$13.00	By Qauline Mullendore Deputy

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