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THIS TRUST DEED, made lius November , 19.89 , between \_\_\_1st\_\_\_\_day of .... Miklameth KID Center, Inc., an Oregon don-profit corporation

as Grantor, MOUNTAIN TITLE COMPANY OF KLANATH COUNTY

RUBY FRANCES LUSCOMBE and RUTH G. BORENG, not as tenants in common, but with the

PARCEL 1: Lot 1 of Block 2 of SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, less 65 feet off the Fast end of said Lot and 100 feet off the West end of said lot. Tax Account #3909-C10DB-05600.

PARCEL 2: The Easterly 65 feet of Lot 1 of Block 2, SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Klamath County Tax #3909-010DB-05500.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise tion with said real estate.

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

said real estate.

R THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SEVENTEEN THOUSAND AND NO/100

note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of the terms of a promissory not sooner paid, to be due and payable.

November 1

The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note soil, 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 protect the security of this trust direct extracts.

To protect the security of this trust deed, grantor agrees: In 1. To protect, preserve and maintain sail property in good condition and repair; not to temove or denolish any building or improvement theron; not to commit or permit any waste of said property.

T. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurted therefor.

3. To comply with all laws, ordinances, egulations, covenants, conditions and restrictions alterting said property; if the bardiciary or request, to join in executing such limancing statements pursuint to the Uniform Commercial Code as the bencliciary may require and to pay for liling same in the proper public offices or searching agencies as may be deemed desirable by the beneliciary.

4. To crowide and continuously maintain insurance on the building.

cial Code as the beneliciary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be cleemed desirable by the beneliciary.

To provide and continuously maintair insurance on the buildings now hereafter erected on the said premises of sinst loss or damage by illing officers or hereafter and continuously maintair insurance on the buildings now hereafter erected on the said premises of sinst loss or damage by illing of the other heards as the beneliciary may from time to time require, in an amount of the continuously may from time to time require, in an amount of the said of the

It is mutually agreed that:

8. In the event that any potion or all of said property shall be taken under the right of eminent domain or condemnatior, bewelclary shall have the right, it it so elects, to require that all or any potion of the monies payable so compensation for such taking, which are in escess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and espenses and attorney's fewhoth in the trial and appliate courts, necessarily paid or incurred by beneficiary in such precedings, and the balance applied upon the indebtedness accurred hereby; and grantor agrees, at its own expense, to take such actions that executes such instruments as shall be necessary in the obtaining such compensation, promptly upon beneficiary's request.

At any time and from time to time upon written request of beneficiary payment of its fees and presentation of this c'end and the note ioundorsement (in case of full reconveyances, for case clatken), without affecting the liability of any person for the payment of the indebtedness, trustee may (2) 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 allocting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the person or person

property, and the application or release thereof as aloreasid, shall not cure or waive any default or notice of default herefunder 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 an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the heneficiary or the trustees of the sum of the sevent the beneficiary elects to foreclose by advertisement and sale, the heneficiary or the trustee shall execute and cause to be recorded written notice of default and his election to sell the said described real property to satisfy the obligation 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 deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor of any other person so privileded by ORS 86.735, may cure the delault or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would being cured may be cured by tendering the partormance required under the colligation, or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs together with trustee's and attorney's tess not exceeding the amounts provided toge

find expenses accessing the sale shall be held on the date and at the time and 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 incline parcel or in separate parcels and shall sell the parcel or parcels at the parcel of the separate parcels and shall sell the parcel or parcels at salad deliver to the purchaser its deed in form as required by law conveying the process of the trustee to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or included the recitals in the deed of any matters of lact shall be conclusive proof of the ruthituless thereof. Any person, excluding the trustee, but including the first the proceeds of sale to payment of the powers provided herein, trustee shall sapis. Such a trustee sells pursuant to the powers provided herein, trustee stationey (3) the obligation secured by the trust deed, (3) to all persons having recorded lens subsequent to the interest of the trustee in the trust deed as their interest and a paranoalle charge by trustee deed as their interest and a paranoalle charge to the surplus, if any, to the grantor or to his successor in interest entitled to successor.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary 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 more and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mort/sage records of the county or counties in which the property is situated, shall be conclusive pool of proper appointment of the successor trustee.

17. 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 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 hireurdar must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorised to go bus ness under the lower of Diegon or the United States at 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 escrew agent licensed under ORS 694.505 to 696.585.

The grantor coverants	and astres to and w	ith the beneficiary and	those claiming under him, ti	
fully seized in fee simple of s	aid described real pro	perty and has a valid,	unoncumbered title thereto-	except
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* IMPORTANT NOTICE: Delete, by lining	g out, whichever warranty (c	lerwis Klamath KI	D Center, Inc., an Or	egon non-
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