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under the

surfus, a any to the granter or to his successor in interest and (4) the sort of 16. Beneticity may from time to time appoint a successor or success under. Upon such appoint herein or to any successor fusite appoint deve truster. Upon such appoint herein or to any successor fusite appoint deve truster. Upon such appoint herein or to any successor fusite appoint deve upon any trustee herein hand or appoint differ on the successor and any trustee herein hand or appoint differ on the successor which, when recorded in the successor of the cruster by beneficiary, of the successor trustee successor that the successor of the cruster of the successor fusite successor of the cruster by beneficiary,

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. A such notice, thereby, or in his performance setting grament of any indebtedness secured hereby, or in his performance setting grament of any indebtedness secured hereby, or in his performance setting grament of any indebtedness secured declare all sums secured hereby immediately doe performance, the beneficiary may in equity as a morifage of direct the trustee of and payable. Here is a sum secured here in the trustee of the foreclose this trust and advertigement and sale, or in squity, which the beneficiary may have. In the interface of direct the trustee of pursue any other right on the beneficiary elects to include by advertigement and sale, the beneficiary the beneficiary elects to include by advertige of a sale of the obligation advertige shall execute and cause to be recorded his witten notice of depaut the there of a then required by law and right to satisfy the obligation in the manner provided in ORS 86.735 to 86.795.

and execute such instruments as shall be increasary in obtaining such com-pensation, promptly upon beneficiary's request. Riciary, payment of its fees that from time to time upon written request of bene-endorse any ment of its fees of the presentation of this deed and the note for endorse of the second presentation of the indebtedinase, trustice may (a) consent to the making of any map or plat of said property; (b) form in (a) consent to the making of any map or plat of said property; (b) join in shall be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the instance hereunder mist be differ an attarger, who is an active member of the Oragan State Bar, a bank, irust company or savings and ioan disciplinates, addition of the United States or any agency thereof, or an errow agant licensed under ORS 698,508 to 698,588.

It is mutually agreed that: 9. In the event that any portion or all of said property shall be taken right, if it is a first, to require that all or any portion it in the said the said to pay all tessonable costs, express and altorneys of the nonines payable incurred by it first and appellate costs and express of the said the bender applied by it first and appellate costs and express and altorneys is an output of the triat and appellate costs and express and altorneys is an output of applied by it first and appellate costs and express and altorneys is an output of the triat and appellate costs and express and altorneys is an output of scalary in such proceedings, shall be applied or incurred by bare-scalary in such proceedings, and the balance applied or incurred by bare-and iscence turk interments and the balance applied or incurred by bare-and iscence turk and grantor altrest at its own express (to take such actions 9. At any time and from time to time upon written request of bare-iticary, name of its fees and presentation of this moth in the such actions 10. In the said of the presentation of this over the bare of the such actions 11. In the said of the presentation of the said with the triat of the said of the said of the said 11. In the said of the said the triat of the said with the said the said the said 11. In the said of the said the sai and substitution shall be made by written instrum which, when recorded in the mortage records of which is properly substituted when the properly substituted when this of the superly articles that the substituted activited and is made a public record as provide oblisticated to disting any party here shall be a party unless such action or proceeding is shall be a party unless such action or proceeding is

It is mutually agreed that:

n with or in enforcing this obligation and trustees and attorney a incurred. D appear in and delend any action or proceeding purporting to carly rights or powers of bendicary or prostructions and in any suit the loreclosure of this deed, to pay all costs and expenses the loreclosure of this deed, to pay all costs and expenses ince of the and the beneficiary's or rust costs and expenses torney's fees mentioned in this paragraph of a lores suit and in the event of an appeal for any all cases shall be trial court, drants further afrees to easy such sum as the ap-tioned e reasonable as the beneficiary's or trustee's attorney. iny suit luding ev amount or a lixed by the triant's event mentioned in this paragraph 7 is trial court, grantor turther afters to pay at t alail adjudge reasonable as the beneficiary's n such appeal.

Together with itrustes indication in the obligation of the "etc. control of the site of the set of the set

charge the property before any part of any part of any be levied or assessed upon or mentificiary; should the definition of the part of any charge assessed upon or mentificiary; should the function of the part of any charge assessed and other by direct payment on the constraint of any charge assessed and other mad the amount so pair-difference of the constraint of any charge assessed and the amount so pair-difference of any rights a part of the definition of the payment of the definition of the payment of the definition of the payment of the definition defi

old, conveyed, assigned or attenuated the security of this first deed, frantor adress: To protect, the security of this fruit deed, frantor adress: To protect, the security of this fruit deed, frantor adress: To protect, the security of this fruit deed, frantor adress: To protect, the security of this fruit deed, frantor adress: To protect, preserve and maintain which may build property in good and workmannike at expanse not to remove and maintain which may build of property in good and workmannike through the complete and the security of this fruit deed, frantor adress: To protect, the security of this fruit deed, frantor adress: through the complete and water of an and property in good and workmannike attractions, and pay when all costs incurred 'plantor' adressi's and the construction addition of the security of the binding commer-fing officers or search adressing advecting same and 's pay build of this fruit frantom addition of the security of the binding commer-and restrictions and continuously maintain the mannee on the building same in the fruit form any infault by demand destands by the such and particle steed on the said premises against these of the security of this paragraph shall beered. Trustee's there or last shall be conclusive proceed, in the transformed of an ange by in this fruit form commer-and inter excise on the said premises against the of analy the destands by the destands as the bailding of this paragraph shall beered. Trustee's there or last, beered to also and so the same at the same the sa now or and such the

note of even date herewith, payable to tentificiary or order, etd made by grantor, the final payment of principal and interest hereof, if The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneticiary's herein, shall become immediately due and payable. To protect the security of this trust deed drantor advantage.

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thereof on file in the office of the County Clerk of Klamath County, Oregon. Ta: Account No 4008 0020B 00400

Lot 2 in block 5 of THACT 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon

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

A state of the state and

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Vill green

THIS TRUST DEED, made this _____ 8th

NTER SS26 CHILDRE

LUST DEID MTC. 226250

TRUSY DEED

November

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LAW PUB. CO

Val. 189 Page 23228

.....day of

WILLIAM A. FROQUE & MARY R. FROQUE, husband and wife

as Grantor, Mountain witte Company of Klamath County

SHAIROCK DEVELOPMENT COMPANY, AN Cregon Corporation

			23	223
The second secon	The granter covenums and at set wily-seized in tee simple of said des ribt	to and with the benefic I real-property-and has	iary and those claiming under him, that a valid, unencumbered title thereto	he is law-
				(1980-1997) (1991-
	and that he will warrant and forever de	end the same against a	ill persons whomsoever.	
	그 옷에 있는 사람에 있었는 것 같은 것을 같은 것이 있는 것 같이 것 같은 것이다. 신의 작값을 다 좋을 수많은 것이	Automatical and a second secon	(a) a display stranger at section with the display of the display stranger at the display of the display strain at the display st	to a second to a s
	[1] J. T. C. Martinez, M. M. S. W. H. S. M. S	Land Market Constants (1997)		
	The grantor warrants that the proceeds of (a)* primarily for grantor's personal fam- (b) for an organization, or (even il gran	iv or housebold murposes (s	a above described note and this trust deed are: tea Important Notice below); for business or commercial purposes.	an a
	and the second	The term beneliciary shall ficiary herein. In construing	ereto, their heirs, legatees, devisees, administrat mean the holder and owner, including piedgee, o this deed and whenever the context so requires, as the plural.	or the contract
	IN WITNESS WHEREOF, said	grantor has lioreunto se	et his hand the day and year first above w Willing Anoque	ritten.
	* IMPORTANT NOTICE: Delete, by lining out, which we applicable; if vierranty (a) is applicable at d the as such word is defined in the Truth-in-Lendi is defined in the Truth-in-Lendi is defined in the Act and is guidal disclosures; for this purpose use Stevens-Ness [brm 1.	beneficiary is a criditor and Regulation 7, the on by making required o, 1319, or equivalent.	William A. Frogue Mary C. Jung Mary R. Frogue	a national and the second states of the second states of the second states of the second states of the second s
	It compliance, with the Act is not required, die gard (It the signer of the above is a corporation, us the form of acknowledgement opposite.)	this notice.	Witness by: Kerry S. Perm	ال ۲۹۹۵ می این میرون در این میرون میرون میرون این میرون میرون میرون این میرون میرون میرون این میرون میرون میرون میرون این میرون میرون میرون میرون میرون میرون
	STATE OF OREGON,).ss. County c	OREGON,	
	County of This instrument was acknowledged belo	经济外营业和增长的行行 计中心可能变计 的复数	nent was acknowledged before me on	
		ot		
Staple_1	STATE OF CALIFORNIA COUNTY OF LOS Angeles)SS.		G T
	the undersigned, a Notary Public in and for State, personally appeared Kerry S.	r said County Ind Penn wn to me to bu the		
	person whose name is subscribed to the to a witness thereto, (or proved to be such r of a credible witness who is personally being by me duly sworn, deposes and says	ithin instrument as person by the cath nown to me), y/ho	FOR NOTARY SEAL OR STAMP	id of
With	18840 Ventura Blvd., Tariant	_resides at; ;	OFFICIAL SEAL JEANNE NIGH	ou he
	William A. Froque and Mary R personally known Kerry S. Per be th	Froque person described within and annexed	LOS ANGELES COUNTY IV COM. EXP. AUG. 18, 1993	
Stapto T	his Signature	said execution.		
WTC C		$\frac{\sum_{i=1}^{2}}{\sum_{i=1}^{2}}$		
A Section	TRUST DEED	CALON TU COLUMN CHILL LEVIE	I certify that the with	in instrument
	Frogue 1991 Wetherly Ct Riverside, CA 92506	α (* τη του	was received for record on t of <u>November</u> at 2:18 o'clock P.M.	and recorded
	Riverside, CA 9200 Grinter Shamrock Development Co	FOR RECORDER'S	page <u>23228</u> or as fe use ment/microfilm/reception	e/file/instru- No. 8526,
	2250 Ranch Road All States (1977) Ashlandy GR 97520 Beneticiaty	ny orer i oerse Porteny (Sieme Porteny (Sieme		d County. and seal of
	MTC LEVE Sixth Street		Evelyn Biehn. Cour	Lo
	Klamath Ealls, OR 97601		Fee \$13.00	1.C.A. Deputy

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