- 9085		TRUST DEED	Vol. <u>m89</u> .Pe	ige 24226
THIS TRUST DE ROGER JARVINEN A	und GAY JARVINEN, h	usband and wife	December	
as Grantor, MOUNTAIN	TITLE COMPANY OF KI	AMATH COUNTY	in testi integrative. Aktoritatione et i	Since Tringland
L. A. GIENGER an as Beneficiary,	C PAULINE H. GIENGE	R doa GIENGER IN	IVESTMENTS	
Grantor irrevocably		VITNESSETH: and conveys to truste		
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together with all and singular the now or hereafter appertaining, a tion with said real estate.	he tenements, hereditaments nd the rents, issued and prot	and appurtenances and	all other rights thereupto t	pelondind on
now of hereafter apportaining, a tion with said real estate. FOR THE PURPOSE C sum of EIGHT THOUSAND			es now or hereafter attached t of grantor herein containe	to or used in conn
note of even date berowith		Dollars with inter		terms of a promise
become d	to debt secured by this instru	mond is at the second second	**********	1.11.1
becomes due and payable. In the sold, conveyed, assigned or alier then, at the beneficiary's option, herein, shall become immediately To protect the security of	ated by the grantor withou all obligations secured by the	property, or any part the it first having obtained t	above, on which the final is ereof, or any interest thereis the written consent or appro-	nstallment of said no n is sold, agreed to wal of the beneficiar
To protect the security of I. To protect, preserve and mu	this trust deed, grantor agree	on og ser ser ser som	·	expressed (nerein,
a. To complete or restore pro	nintly and in test the	increol; (d) reconve	ent or creating any restriction her agreement allecting this de y, without warranty, all or any niveyance may be described a to," and the recitals therein of of the truthfulness thereol. Tru this paragraph shall be not less y delawith	thereon; (c) join in a ed or the lien or char part of the property, T the "person or
tions and restrictions allecting said proj oin in executing such financing stateme	dinances, regulations, covenants, c pirty; if the bereficiary so request ints pursuant to the first	services mentioned in Is, to 10. Upon an	y detaun by grantor bereunder	henelician
by filing officers or searching agencies seneficiary. 4. To provide and continuously	as the cost of all lich searches r as may be deemed desirable by maintain journess	the pointed by a court, made the indebtedness here the erty or any part the issues and profits, in	and without regard to the ader by secured, enter upon and tak reof, in its own name sue or o	uacy of any security le e possession of said pro-
in amount not less than \$. none. r	equired	e, in ficiary man data	indebtedness secured hereby, an	d in such order
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To pay all costs, lees and expe thile same has well as the other costs is connection with or in enforcing this ob actually incurred. 7. To appear in and delend any connection with or in enforcing this deed, suit for the foreclosure of this deed, and the scurity rights or powers of ben on or, proceeding in which the benefician suit for the foreclosure of this deed, and the trial court, grantor further of the court shall adjudge rensonable as a less on such appeal. It is mutually adreed that.	The setting of the set	pira- pira- pursuanty defaults or pursuant to such noti 13. Upon defa iary interby or in his perfu- iary event the beneliciary and the beneliciary and termedy, either at law or the the beneliciary elects the termedy, either at law or the trustee shall execu- to the the beneliciary elects the termedy, either at law or the trustee shall execu- to the thread the select the trustee shall execu- to the the beneliciary elects the trustee shall execu- to the the trustee shall execu- to the thread shall execu- ted the trustee shall execu- ted the the trustee the the the the the the the the the the the trust defaults, the preson d the by law 14. Otherwise - the piled. 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If the default consists of a fa trust deed, the default may b the time of the cure other than o default occurred. Any other do ured by tendering the performa ad. In any case, in addition to lecting the cure shall pay to t incurred in enforcing the oblig and attorney's less not exceeding the sale shall be held on the da e notice of sale or the time to led for cash, payable at the rehaser its deed in Jorm as regu- st without any covenant or w the of deal up matters of lact sh treot. Any person, excluding the lary, may purchase at the sale. s ells pursuant to the powers g s of sale to payment of (1) the	pressid shall not cure o invalidate any act don invalidate any act don any indebtedness secured inder, time being of the nec, the beneficiary may d payable. In such ar foreclose this trust deed close this trust deed by ursue any other right or may have. In the event sale, the beneficiary or inay have. In the event sale, the beneficiary or such the beneficiary or and place of sale, give foreclose this trust deed to fully the obligation of the fully and the function of the fully and the fully and the fully also for a swould fault that is capable of the beneficary all costs the beneficary all costs the beneficary all costs the such portion as would fault that is capable of the beneficary all costs the beneficary all costs the beneficary all costs the such portion as and all said property either a sind property either the conclusive proof it said sale. Trustee the by law conveying the conclusive proof trustee, but including trustee, but including
In grainfor shall fail or any reason enver sail oplicies to the beneficiary and ton of any policy of insurance now o the beneficiary may procure the same Alected under any lire or other insuran- sure upon any indebtedness secured her my part think, may be released to gra of cure it whol, may be released to gra the second property bears charges the same second property bears charges the arges become past due or dany part of ents, insurance, premiums, liens fail of ents, insurance, premiums, liens fail the differ apyment or by providing the estit dead, shall be added to and becom set dead, without waiver of any rights and the amount so paid, with interest at reby, together with the obligations, deas is dead, without waiver of any rights and the nongyment thereof at der all sums secured by this 'trust deed. To the secure of this irust deed. To appreach of this irust deed. To appreach of this irust deed. To appreach and the ongrament shall be adder all sums and payments and expen- tifies sentch as well as the other costs is one consection with or in enforcing this ob anticiton with or in enforcing this do and the secure of this irust deed. To appreach and the any part of the section as well as the other costs is a dear any secure of this furt dead. To appreach and any mark the beneficial suit for the inforwards and be conting is the secure of this and of the dead, ing evidence of title as methad in this dead, ing evidence of title as methad in the dead, ing evidence of title as methad in the dead is less on such appeal. It is mutually agreed that: B. In the event that any portion or or fulle right of de seminent domain or	The statistical darks prior to the exp are different of the expense. The said build are different in the said build are different and the said build are observed to the said build are observed to the said build are observed to the said to the said are are said to the said the said to the said are are are said to the said to the said to the are are are are are are are are are are	pira- pira- paraming differences of the second pursuant to such notic itary interby or in his peri- itary interby or in his peri- persence with respect to the target the beneliciary all advertisement and sale or sence with respect to the target the beneliciary all advertisement and sale or termedy, either at law or the trustee shall execu- to the the beneliciary elects the the trustee shall execu- to the the beneliciary elects the the trustee shall execu- to the the trustee shall execu- to the the trustee shall execu- to the the beneliciary elects the the trustee shall execu- to the trustee shall execu- to the the trustee shall execu- ted the the the distribution of the the sole, the grantor or an the stift amount due at the set of the trust de the set of the trustee shall to the the trustee shall on the the property so the pu- ted the trustee shall end in the the trustee to the pu- the property so the pu- the property so the pu- the the trustees the proceed cuding the compensation attorney, (2) to the ob having treorded liens the the the inter the there interests the the trust, the proceed cuding the compensation the the interests the proceed the the interests the pu- ted as their interests	Plication or release thereot as all notice of default hereunder or ce. uilt by grantor in payment of 1, ormance of any agreement herei- ormance of any agreement herei- ormance of any agreement herei- ormance of any agreement herei- ormance of any agreement of performa- ired hereby immediately due as at his election may proceed to age or direct the trustee to fore 5, or may direct the trustee to fore 1 in ORS 66.735 to 86.795. Trust deeds y law and proceed to 1 in ORS 66.735 to 86.795. Trust deed, the detault may be the time of the cure other than 0 default occurred. Any other do ured by tendering the performa- 6. In any case, in addition to 1 decling the cure shall pay to t incurred in enforcing the oblig, and attorney's lees not exceeding and attorney's lees not exceeding the sale shall be held on the da e notice of sale held on the dis e notice of asher of the time to ted. by Jaw, The trustee may s parate parcels hall be held on the da e notice of asher of the time to teol. Any purchase at thus the trust deed of any matterno of the time to ed. An any purchase at thus is of sale to payment of (1) the in of the trustee and a reasonal bilation secured by the trust de	presuid, shall not cure o invalidate any act don my intebtedness secured and intebtedness secured and intebtedness secured and intebtedness secured and plane beneficiary may apply integrated by ursue any trust deed by any have in a trust deed to satis, the behight of and place of sale, dive loreclose this trust deed e by advertisement and the trustee conducts the such portion as would call the default of the beneficiary all costs and place by paying the such portion as would fault that is capable of nec required under the curing the default or he beneficiary all costs and at the time and the trustee, but including trustee, but including rovided herein, trustee e charge by trustees of all persons
the grantor shall fail or any reason eliver said policies to the beneliciary and ton of any policy of insurance now o he beneliciary may procure the same pleeted under any lire or other insuran ary upon any indebtedness secured her any determine, or at option of benelicin ty part thereol, may be released to gra of cure br waive any default or notice of the secure the same of the same state of the same of the same of cure br waive any default or notice of the secure the same of the same state of the same of the same state of the same same same same of the same same same same same same same same same same beneficiary; should the grantor fail to ents, insurance, permission, lens, or othe direct payment or by providing be det such payment; beneficiary may, and d the amount so paid, with interest at the such payment; beneficiary may, at ded, shall be added to and become sat deed, shall be added to and become toribed, and all such payments shall be incribed, and all such payment shall be stored, and the nonpayment thereol shall der all sums secured by this trust deed. 5. To pay all costs, lees and expe title search as well as the other costs a connection with or in enforcing this do satually incurred. 7. To appear in and defend any rest for the foreclosure of this deed, and the sacurity rights or powers of ben on or, proceeding in which the benelicia suit for the foreclosure of this deed and of attorney's lees mentioned in th do by the trial court, grantor further of the court shall adjudge reasonable as a lees on such appeal. It is mutually adreed that.	The coiling and price to the expense. The coiling the entry expense. The and the price of the said build of a different as the price of the coiling the co	pira- ings, jurgend in the such noti- ings, jurgend in the such noti- iary issues with respect to thereby or in his peri- thereby or in his peri- all condy, either and sale or the beneficiary elects y the beneficiary elects y the beneficiary elects y hereby whereu hereby whereu hereby whereu hereby in the manner provide. I.J. Alter the ti- the in a datany, time wile, the frantor or and the electric around due, at in the then delauft or delauft poster with thereby whereu provide thereby the time and the any time wile, the frantor or any be c obligation or trust dee det delauft, the prosend the electronic or in se det y law. 14. Otherwise, jurgent the prostponed as provide the funct the compensation in the the funct frantor and benefic the funct frantor and benefic the funct frantor in the proceed ching the compensation in the the protoper y so sold. I the protoper y so sold the pur- the protoper y so sold the purch the surgent of the surgensation in the the surgent the protoper of the surgensation in the the surgensation of the surgensation in the the surgensation of the surgensation in the the surgensation of the surgensation of the surgensation of the the surgensation of the surge	plication or release thereot as all notice of default hereunder or ce. will by grantor in payment of 1, ormance of any afreement herei- ormance of any afreement herei- ormance of any afreement herei- ormance of any afreement herei- ormance of any afreement of performa- ired hereby immediately due as at his election may proceed to affer or direct the trustee to fore 5, or may direct the trustee to fore 1 in ORS 66.735 to 86.795. Trust eens commenced foreclosus prior to 5 days before the date 9 other persons oprivileged by . If the default consists of a fa trust eend, the default may be the time of the cure other than 0 default occurred. Any other do be default occurred. Any other do be failed on the difference and attorney's lees not exceeding the sale shall be held on the date 1 motice of sale or the time to a notice of sale or the time to the dist of the sale shall be the failed on the bidder fore cash, payals all the thereins is deed in form a says parate parceis and shall sail the the trustand to the torma to real and attorney substant to the sale. e eded of any matters of lact si fary, may purchase at the sale. e sells pursuant to the powers of a of alse to payment of (1) th me of the trustee and a reasonal	presside of unimage of the presside that not cure of invalidate any act don may indebtedness secured ender, time being of the nee, the beneficiary may are available. In such ar are available of available of the such the event is such, the beneficiary on written notice of adeault to satisity with a statistic of and place of sale, give loreclose this trust deed foreclose this trust deed of CRS 86.75.3, may may due such portion as would be and at the time and the trust deed to he arounts provided the amounts provided the amounts provided the such avail sale may attend the trust deed the amounts provided the and at the time and the trustee, but including trustee, but including trustee, but including trustee, but including trustee, but including trustee, but including trustee, but and (4) the terrat entitled to such trustee and (4) the

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NOTE: The Trust Deed Act prevides that the inustee 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 real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency therear, or an escow agent licensed under ORS 690,505 to 696,585.

24227 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 except none and that he will warrant and forever delend the same regainst all persons whomsoever. 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, ramily or household purposes (see Important Notice below), (RX) 2015 SUBSUISTING OF A CONTRACT REPORTS IN THE SUBSUISTING A CONTRACT REPORTS A 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 secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine 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 keneficiary 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 Stevans-Ness Form No. 1319, or equivalant. If compliance with the Act is not required, disregard this notice. _QARV ROGER **t**N JARVINEN GAY On this the garday of al in Pusit DECEMBER 198 Thefore me. State of_C SS. County of_ chamas the undarsigned Notary Public, personally appeared ALINNEN Lecures Sec. ER OFFICIAL SEAL THOMAS J. NUNAN Notary Public-California SOLANO COUNTY D personally known to me Forved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ARE subscribed to the My Comm. Exp. Jan. 24, 1992 within instrument, and acknowledged that There executed it. WITNESS my hand and official seal. Notary's Signature 4 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estato now held by you under the same. Mail reconveyance and documents to गोवण्डलि, द्वेदेवदेव । हर DATED: 19 Beneficiary or dustrey this Trust Deed OR THE NOIS which it socures. Both suist be delivered to the trustes for concellation before reconveyonce will be made 00300-040 TRUST DEED STATE OF OREGON. 85. County ofKlamath.... (FORM No. 881) TEVENS-NESS LAW PUB. CO.. POI I certify that the within instrument meter ac haking! ROGER JARVINEN and GAY JARVINEN of ______ Dec.____, 19.89 _, 225 Santa Rita Court out it have a at 12:17 o'clock ... P.M., and recorded Vallejo, CA.94590 in book/reel/volume No. _____M89____ on SPACE RESERVED Grantor FOR GIENGER INVESTMENTS RECORD IR'S USE ment/microfilm/reception No. 9085, HC 30 Box 55 Record of Mortgages of said County. Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO 1994 - 19 MOUNTAIN TITLE COMPANY OF Evelyn Biehn, County Clerk 10: 45 13 KLAMATH COUNTY By Qauline Mullindesc- Doputy 1. 5353 Fee_\$13.00

11.592.00460