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interestary.

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TRUS'I DEED

Vol. 789 Pag 24949

THIS TRUST DEED, made this 18th day of December 19.89, between CEORGE A. PONDELLA, JR. and DONALD E. BAILEY, each as to an undivided a interest.

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY as Trustee, and
L. A. GIENGER and PAULINE H. GIENGER dba GIENGER INVESTMENTS, as to an undivided by
interest and BRIAN E. ALLEN and SHARON M. ALLEN, husband and wife, as to an undivided by

WITNESSETH:

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

The S2 NW1 lying Northeasterly of SPRAGUE RIVER ROAD, in Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. LESS AND EXCEPT any portion within Sprague River Road or Lone Pine Road.

Klamath County Tax Account #3509-01100-00400.

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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 EIGHT THOUSAND SIX HUNDFED EIGHTY AND NO/100 ----

herein, shall become immediately due and psyable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit on permit any, waste of said property.

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

3. To comply with all laws, ordinances, rigulations, covenants, conditions and restrictions affecting said property; it the beneficiary so requests, to join in executing such financing 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 cot of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain investors of the searches made.

It is mutually agreed that:

8. In the event that any portion or all of suid 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 right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required so compared to the payable costs, expenses and attorney to the encessarily paid or incurred by grantor in such proceedings, shell be paid to beneficiary and incurred by beneficiary as expenses and attorney tees, possible to the payable to the payabl

having obtained the written consent or approval of the beneficiary. Faving obtained the written consent or approval of the beneficiary. Faving obtained the written consent or approval of the beneficiary. Faving obtained the written consent or approval of the peneficiary furnishing any ensurent or creating any restriction thereon; (c) join in any general content of the penetic of

NOTE: The Trust Deed Act provides that the trustee berounder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan dissolution 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 senator covenants and agrees t	o and with the ben	eficiary and those claiming under him, that he is law-
y seized in fee simple of said described	Fisal property and	has a valid, unencumbered title thereto except
ne		
tage to be a first time to the control of the contr	4424	all persons whomsoever.
i that he will warrent and forever def	eni the same again	
		[발표 12] 전 12] 전 12 등 12
The grantor warrants that the proceeds of (a)* primarily for grantor's personal, tam	the loan represented b	y the above described note and this trust deed are:
COLX TO CHANCE OF HEALTH WAS AND THE TANK AN	WW SERVICEMENT	la de la gradia de la companie de l
This deed applies to, inures to the benet	it of and binds all part	ies hereto, their heirs, legatees, devisees, administrators, executors, shall mean the holder and owner, including pledgee, of the contract ruing this deed and whenever the context so requires, the masculine
cured hereby, whether or not hanted as a series	the singular number in	ncludes the plural.
IN WITNESS WHEREOF, said	grantor has hereun	to set his hand the day and year hist above withten.
	Company of the State of the Company	Bear a Cridillan
IMPORTANT NOTICE: Delate, by lining out, whicher the applicable; if warranty (a) is applicable and the such word is defined in the Truth-in-Londing Ac	end Regulation Z, the	GEORGE A. PONDELLA, JR.
meficiary MUST comply with the Act cha Regular	Vo. 1319, or equivalent.	200
compliance with the Act is not required, disregard	this notice.	Diald & Baily
f the signer of the above is a corporation,	egick (f. 1900) George (f. 1900) George (f. 1900)	DONALD E. BAILEY
e the form of acknowledgement opposite.)	GANGARA A A A A A A A A A A A A A A A A A A	E OF OREGON,
STATE OF OREGON	) is.	is of Oregon,
Countrol Klamath  This instrument was acknowledged bet	**************************************	nstrument was acknowledged before me on
December 21/2, 1989 by	19 as	. 5y 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GEORGE A. PONDELLA, JR. and D	ONALD E. BAJLE	
C420 7 6 1		A Company of the Comp
No ary Public	for Oregon Notar	y Public for Oregon (SEA)
(SEAL) My commission expires: ////	2/9/ Myco	ommission expires:
	A Committee of the comm	
	REQUEST FOR FUL	AL RECONVEYANCE  Significations have been poid.
	, Truste	<ul> <li>Compared to generally an effective of the compared to the compare</li></ul>
70:		to torotoins trust deed. All sums secured by sa
tours doed have been fully paid and satisfied	1 Dit Height are great	the said trust deed (which are delivered to y
said trust deed or pursuant to statute, to co	incaran Evidence	wenty to the parties designated by the terms of said trust deed
hald by you under the same. Mai	reconvoyance and doc	
	i deal year son thin a hay 19 mana year	And the state of t
DATED:		
		Beneficiary
	Over which to secures. Both m	ust be delivered to the trustee for cancellation before reconveyance will be made.
우리는 생활 동작 회문 가장 그는 그들은 사람들은 가장 하는 것이 되는 것이 없었다.	砂まむ 役分 おはったた エーエデー	그렇게 하는 물 때 보다 다른 다른 아이들은 물 등 물을 가득하다면 하는데 그는 그는 사람들이 가득하는 것 같습니다.
	<u> </u>	CTATE OF OREGON.
TRUST DEED		County of Klamach
STEVENS NESS LAY PUB. CO., PORTLAND, ORE.	de Tidos de Cipilio.	I certify that the within instrum was received for record on the 27th c
GEORGE A. PONDELLA, JR. and		EY December 198
5727 Washburn	编字 <b>Ⅱ</b> 中扩张 建铁石 原规简 子	at 3:10 o'clock P.M., and record
Klamath Falls, OR 97603	SPACE	24949 or as fee/file/inst
CTENCER INVESTMENTS/ALLENS	PECOE	ment/microfilm/reception No. 3434
HC 30 Box 55 /HC 30 E Chiloquin, OR 97624 /Chiloqu	io::  122F	Record of Mortgages of said County.
Benericia		County affixed.
AFTER RECORDING RETURN TO		Evelyn Biehn, County Cle
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY		By Servetha I dile ch Der
KI'VMALH COONTI	- 11	