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TRUST DEED

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THIS TRUST DEED, made thisday of	uary 19 <sup>90</sup> , between and wife,
77.0	as Trustee, and

as Grantor, .... ASPEN TITLE & ESCROW, INC. -JIMMIE E. HUNTER AND VERNON HUNTER AND MARVIN SCHULTZ, each as to an undivided one-third interest, as Beneficiary.

WITNESSETH:

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

Tract 29, BAILEY TRACTS, in the County of Klamath, State of Oregon! CODE 41 MAP 3909-2DC TL 5500

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 the state of the state of

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FORTY FOUR THOUSAND FIVE HUNDRED FORTY-THREE AND 73/100----

note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of Note 19. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed deather.

herein, shall become immediately due and payable.

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 or permit any waste of said property.

2. 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 incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property: if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for Illing same in the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

tions and restrictions allecting said property; if the beneficiary so requests, to join in executing used linancing statements pursuant to the Uniform Commercial Code as a beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneficiary. The provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary, will loss payable to time require, in an amount not less than \$ \text{USULGIVE}\$ WAY INCOMENTATION WITHOUT A COMPANIES COMPANIES OF THE ACCOMPANIES OF TH

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, it 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 compensation for such taking, which are in excess of the amount required not pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary applied by it lirst upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) 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 affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereon. Trustee's lees for any of the services mentioned in this paragraph shall be not fest than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a treceiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sure or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine, upon and taking possession of said property, the collection of such rents, issues and prolitis, or the proceeds of thre and other insurance policies or compensation or wards for any taking or damage of the property, and the application or release thereof as altoresaid, shall not cure or waive any default or notice of default hereof or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his nevformence of any assessment.

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 and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary as his election may proceed to foreclose this trust deed event the beneficiary as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, on equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to seet the said described real property to satisfy the obligation of the election of the trustee shall in the trustee shall execute and proceed to foreclose this trust deed 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 any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to presson so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults rust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no date of the cure other than such portion as would entire amount due at the time of the cure other than such portion as would not then be du

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided 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 in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its dead in form as required by law conveying the property so sold, but without any matters of lact shall be conclusive proof of the truthfulness thereof any method any matters of lact shall be conclusive proof of the truthfulness thereof, may person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subject to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if 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 successor trustee named herein or to any successor trustee appointed here under. Dead such appointment, and without conveyance to the successor trustee. The latter shall be vested with all title, powers and duties conferred under substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this d

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 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 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

nd that he will warrant and forever defend	the same against all persons	whomsoever.
원일을 회원되는 회원 내가 되는 모임 기업		
		the trust does are:
The grantor warrants that the proceeds of the (a)* primarily for grantor's personal, family (b) for an organization, or (even it grantor	is a natural person) are for business	or commercial purposes.
personal representatives, successors and assigns. The secured hereby, whether or not named as a benefici- tanday includes the leminine and the neuter, and the	ary herein. In construing this deed a singular number includes the plural.	
IN WITNESS WHEREOF, said gra	antor has hereunto set his hand	the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever w	varranty (a) or (b) is	as W harson
not applicable; if warranty (a) is applicable and the ben as such word is defined in the Truth-in-Lending Act an beneficiary MUST comply with the Act and Regulation		any t- Lassen
disclosures; for this purpose use Stevens-Ness Form No. If compliance with the Act is not required, disregard this	1317, or equivalent.	
If compliance with the Act is not required,	OFFICIAL SEAL OLEG STAROSTIN	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	NOTARY PUBLIC - CALIFORNIA CONTRA COSTA COUNTY	
Colientia	My Comm. Expires Aug. 18, 1993) STATE OF OREGON,	
County of CONTRA COSTA	ss. County of	) ss.
This instrument was acknowledged before		knowledged before me on
JANUARY 3/15, 1970, by	19by	
NILES W. LARSON MARY F. LARSON	of	4. 3.3
	2	
OFFICIAL SEAL OURS STAROSHIN NOTARY PUBLIC CALFORNIA NOTARY PUBLIC CALFORNIA CALFORNIA OFFICIAL SEAL	Oregon Notary Public for Orego	on (SEAL)
MOTATION POPULE CONTROL OF THE CONTROL OF THE CONTROL AND THE	8,1993 My commission expires	
	REQUEST FOR FULL RECONVEYANCE  o be used only when obligations have been s	anid.
	, Trustee	
		the toregoing trust deed. All sums secured by said
trust deed have been fully paid and satisfied. Yo	u nereby are directed, on payment	the toregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of red by said trust deed (which are delivered to you arties designated by the terms of said trust deed the
	onvey, williout wattains, to	7 T 1944 Park 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
estate now held by you under the same. Mail rec	onveyance and documents to	
	, 19	
		Beneficiary
	which is secures. Both must be delivered to the	trustee for cancellation before reconveyance will be made.
Do not lose or destroy this Irust Deed OK the Note		
A CONTRACTOR OF THE STATE OF TH	79.17.23	STATE OF OREGON, ss.
TRUST DEED	gar kilo perdesilibili de	County of Klamath
(FORM No. 881) STEVENS NESS LAW PUB. CO., PORTLAND, ORE.		I certify that the within instrument
		was received for record on the 2ndday of,1990,
The second of th	All the state of the state	at 2:08 o'clock P.M., and recorded
Grantor	SPACE RESERVED	in book/reel/volume No. M90. on page 2382 or as fee/file/instru-
	FOR RECORDER'S USE	ment/microfilm/reception No10980.,
े <u>, मञ्जू कर्मा केपसी अर्थ</u> ी होता हो छ। व नामका है आहे।	SA, II, CORE CORE CORE	Record of Mortgages of said County.  Witness my hand and seal of
Beneficiary		County affixed.
AFTER RECORDING RETURN TO		Evelyn_Biehn, County Clerk
Hopen Title	11	
1		NAME
Athi: Collection Dept.	Fee \$13.00	By Mulina Music Adam Deputy