COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204 MTC 23319-1 FORM No. 881—Oregon Trust Deed Series—TRUST DEED. Vol. <u>mg 8</u> Page **6307** 🏵 TRUST DEED °13218 STEVEN P. TRICHEL & JOAN M. TRICHEL, husband and wife as Grantor, Mountain Title Company of Klamath County , as Trustee, and JEFFREY MICHAEL BRANT Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Origon, described as: as Beneficiary, PARCEL 1: Lots 1, 2, 3, and 4, Block 19, NORTH KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING The Northerly 25% feet thereof. PARCEL 2: The Northerly 25½ feet of Lots 1, 2, 3 and 4, Block 19, NORTH KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No. 3809-29BB-7100 00 together with all and singular the tenements, hereclitaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or herealter attached to or used in connec-tion with solid real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the CONTREMENTATION TO THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the CONTREMENTATION TO THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the -F sum of DEVENTEEN THOUSAND AND NU/ LUU Dollars, with interest thereon according to the terms of a promissory (\$17,000.00) note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable <u>per terms of note</u>, 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. there, 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 for a drees: 1.5. ET. 99 becomes due and payable. In the event the manner without first hum sold, conveyed, assigned or alienated by the grantor without first hum sold, conveyed, assigned or alienated by the grantor without first hum herein, shall become inturnediately due and payable. To protect the security of this trust deed, grantor agrees: To protect preserve and maintain said property in .ood condition 1. To protect preserve and maintain said property in .ood condition of the entry of complete or restore prompty and in market etheron; the of complete or restore prompty and in market, damaged or becomes due and the said property. To complete or restore prompty and in market, damaged or becomes due and the said property. To complete or restore prompty and in our cells of the same in executing such linearchy all property. If the benelciary to request, to the same the said prometry with all laws, or perty, if the benelciary to request, to the same the said prometry in the same in the proper public office or alloces as well as the cost of all lines sarched with the proper public office or sarching agencies as may be deened the stable by the builting tolkers or sarching agencies as may be deened to shable by the builting tolkers or sarching agencies as may be deened to shable by the same acceptable to the delivered to the beneliciary as non as insult of the grantor shall had to the cover any tuck insurant to the same companies acceptable to the delivered to the beneliciary as non as insult to of any porture the same at grantor's be applied by beneli-tif any destedness secured hereby the insurance on the baneliciary clave shall built on the beneliciary a be applied by beneli-tif the grantor shall had the same at grantor's with and the same and any part thereof, may be released to grant and there anount to clever any indebtedness secured hereby the insurance precises shall my part thereof, may be released to grant and parks in a start due to any part thereof, may be released to grant any beling the anount of any part thereof any protuc franting any easement or creating any restriction thereon: (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination any reconveyance may be described as the "person or person ignate in any reconveyance may be described as the "person or person lightly entitled thereto," and the retrials therein of any matters or lacts shall be conclusive proof of the truthfulness therein. Trustee's lees lor any of the services mentioned in this paragraph shall be not less than 55. 10. Upon any delault by grantor hereunder, beneficiary may at any inne without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said prop-riety or any part thereol, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the sattor-ny's less upon any indebtedness secured hereby, and in such order as bene-liciary may determine. 11. The entering upon and taking possession of said property, the collection of such rests, issues and profits, or the proceeds of line and other insurance policies or compensation or release thereol as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done invasive any delault by grantor in payment of any indebtedness secured hereunder or invalidate any act done invasive any delault by grantor in payment of any taking or damage of the pursuant to such notice. roperty, and the application or release thereot as aloresau, shall not cure of value any default or notice of default hereunder or invalidate any act done rursuant 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 issence with respect to such payment and/or performance, the beneficiary may issence 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 declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an idevent if beneficiary at his election may proceed to foreclose this trust deed by in equivisement and sale, or may direct the trustee to pursue any other right or idevent is a mortfage or direct the trustee to pursue any other right or idevent eshall execute and cause to be recorded his written notice of delault in the trustee shall execute and cause to be recorded his written notice of delault and his election to sell the said describ shall fix the time and place of sale. Six and in the trustee shall execute and cause to be recorded his written notice of delaut in the trustee of sale by a before the date the trustee conducts and 13. After the trustice has commenced foreclosure by advertisement and in the instear provided in OKa35 to 36.795. In the franter provided in SA sys before the date the trustee conducts and sale, the grantor or any 11 the delault consists of a laiture to by paying the sums secured by the time of the cure other than such that is capable of not then be due had no delaul to courred. Any other date that is capable of not then be due had no delaul to courred. Any other date that is capable of not then be due had no delaul to courred. Any other date that is capable of not then be due had no delaul to courred. Any other date that is capable of together with reusies' and attorney's less 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 the motion of the time to which said sale may be postponed as provided at parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, puyable at the time of sale conveying shall deliver to the public the or cash, puyable at the time of sale conveying the property solves but without any coverant or warranty. Curves or im-the property solves but without any coverant or warranty. Curves or im-the property solves but without any coverant or warranty. Curves or im-the truthhind beneticiary, may purchase at the sale. The france, but including of the truthhind beneticiary, may purchase at the sale. The france of the proceeds of sale to puyment of (asonable charge by trustee's cluding the compensation of the truste and a rout deed, (3) to all persons attoing recorded liens subsequent to the inders of the trustee in the trust desting the truster smay appear in the order of their provided to such surplus. 16. Beneticiary may from time to time appoint a successor or success It is mutually agreed that: 8. In the event that any portion or all of sail property, shall be taken under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the sight, if it so elects, to require that all or any portion of the amount required as conjentime to such taking, which are in errors of the amount required incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be needed by ben-potent in such proceedings, and the paid or incurred by ben-both in such proceedings, and the balance applied up on the indebtedness licitry deredy, and grantor agrees, at its owernes, to take such actions and encues such informents as shall be neessary in obtaining such con-pensation, promptly upon beneficiary's require the liability of any person for the gayment of the did the note ben-licitry, payment of its lees and presentation of this dired and the note lef-endorsment (in case of full reconvegances, or cancellation), without allecting (a) consent to the making of any map or plat of said property; (b) join in surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortfault records of the county or counties m which, the property is situated, shall be conclusive proof of proper appointed of he 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 mot obligated to notily 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 hareard ar must be either on attorney, who is an active member of the Oregon State Bar, a bank, trust company or sovings and loan association authorized to do business under the lows of Qiegon 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 675,505 to 696,585.

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The grantor covenants and agrees to and wi	ith the beneficiary and those c	laiming under him, that he is law- imbered title thereto
The grantor covenants and agrees to and wi y seized in fee simple of said described real pro	perty and has a vand, diened	
that he will warrant and forever defend the s	same against all persons whom	nsoever.
The grantor warrants that the proceeds of the ioan (a)* primarily for grantor's personal, family or hour \$bbcbabbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb	COCODARSO A LOCAL COLLEGE	-
This deed applies to, inures to the benefit of and ersonal representatives, successors and assigns. The term	binds all parties hereto, their heirs, beneticiary shall mean the holder a prein. In construing this deed and where	legatees, deristic, ending pledgee, of the contract and owner, including pledgee, of the contract enever the context so requires, the masculine
IN WITNESS WHEREOF, said grantor	has hereunto set his hand the	day and year first above written.
IMPORTANT NOTICE: Delete, by lining out, which we warrant of opplicable; if warranty (a) is applicable and the beneficiar is such word is defined in the Truth-in-Lending Act and Regulation by mo	whation Z. the	ichel
is such word is defined in the Truth-in-Lending Act and key seneficiary MUST comply with the Act and Regulation by mo- beneficiary MUST comply with the Act and Regulation by mo- lisclasures; for this purpose use Stevens-Ness Form No. 1319, disclasures; for this purpose use Stevens-Ness Form No. 1319, if compliance with the Act is not required, disregard, this notice	e. oan M	Ichel Linchel
(If the signer of the abave is a corporation, use the form of acknowledgement opposite.))
STATE OF OREGON,) ss. Klamath)	STATE OF OREGON. County of) 55.
County of		ledged before me on
19 ,by Steven P. Trichel & Joan M. Triche	as	
Cumele Men co	P Lie for Oradon	(SEA
(SEAL) PANAL A. SPERAL	My commission expires:	
If Commercial and a state of the state of th	REQUEST FOR FULL RECONVEYANCE used only when obligations have been paid.	
70:		by the sume secured by
TO: The undersigned is the legal owner and holder trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute, to cancel all berewith together with said trust deed) and to reconve- estate now held by you under the same. Mult reconve-	evidences of indebtedness secured ey, without warranty, to the parties eyance and documents to	s designated by the terms of said trust deed
DATED:	9	
$\sum_{i=1}^{n} \frac{1}{i} \sum_{i=1}^{n} \frac{1}{i} \sum_{i$		Beneticiary
Do not less or destroy this Trust Deed OR TKE NOTE whic	h it secures. Both must be delivered to the tr	usiee fer concellation before reconveyance will be maae.
		STATE OF OREGON, County ofKlamath
TRUST DEED	en di seria dan seria. Nga kana di Seria	I certify that the within institut
Steven P. & Joan M. Trichel PO BOX 800		of
Conce OIC 116 E Grantor	SPACE RESERVED FOR	page 630/ or as ree/me/m
Jeffrey Michael Brant R+ 5 130× 1307 H 5 130× 1307	RECORDER'S USE	Record of Mortgages of said Count Witness my hand and se
Klamath Fight UIC 1000		County affixed.
AFTER RECORDING RETURN TO		County effixed. Evelyn_Biehn, County Cl
AFTER RECORDING RETURN TO MOUNTAIN TITLE OCMPANY	Fee \$13.00	Evelyn Biehn, County Cl NAME By Aulure Mulinderel