- 18월 - 19일 - 19일 <u>-</u> 28월	K-41990		COPYRIGHT 1988	STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204
FORM IV. 1 81-Oregon Trust Died Series-TRUST DEED.	TRUST			mg0Page 6389 (#
THIS TRUST DEED, made this	5th	lay of Ap	ril	, 1990, between
Gerr	ald L. and Ka	tharine	Kenyon	
as Beneficiary, Grantor irrevocably grants, bargain in	WITNE: 15, sells and con Oregon, describ	veys to tru	istee in trust	, with power of sale, the property
Lot 9 in Bloc thereof on fi County, Orego	le in the of	according frice of t	g to the o the County	fficial plat Clerk of Klamath

together with all and singular the tenements, here itaments 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING FIRFORMANCE of each agreement of grantor herein contained and payment of the

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not so her paid, to be due and rayable 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 proparty, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned to alienated by the grantor without first having obtained the written consent or approval of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or there is, shall become immediately due and payable. To protect the security of this trust the defined to the former of the security of this trust the defined to the former of the security of the security of the date of the date of the security of the security of the date of the former of the security of the trust the date of the security of the security of the date of the date of the security of the trust the date of the former of the security of the date of the date of the security of the date o

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herein, shall become immediately due and payable. To protect the security of this trust deed, trantor agrees: I, To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or it provement thereon; not to complete ar restore prompily and it. good and workmanike-mitter any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurrent there for, and restrictions altecting statements pursuant to the function compares, to binn in executing such-transing statements pursuant to the filling same in the cial Code at the ben-filicary may require and to plot by the filling same in the by bing attiers or tearching adencies as may be deered descrable by the burnth iffy. To movide and continuents, moviestale, interest on the building.

3. To comply with all laws, certinances, regulation, coven ints, conditions interting said property, if the interior of coven ints, conditions interting said property, if the interior coven ints, conditions interting said property, if the interior down interest in the interior down interest in the part of the interior down interest in the interior invalues in the interior invalues in the interior invalues in the invalue of the invalues of the invalue of the invalue of the invalue of the invalues of the invalues of the invalue

It is mutually agreed that: Note the event that any potion or all as said momenty shall be taken in the event that any potion or all as said momenty shall be eater in the is orders, to require that all or any potier of the monies purch-is conversation for such taking, which are in eace with the monies purch-as conversation for such taking, which are in eace with the monies purch-insured by frantor in such precedings, shall be juid to beneficiary and insured by frantor in such precedings, shall be juid to beneficiary and insured by frantor in such precedings, shall be juid to beneficiary and insured by frantor in such precedings, shall be juid to beneficiary and insured by frantor in such precedings, and the balance applied upon the indebitdeess fishery in such proceedings, and the balance applied upon the indebitdeess fishery in such proceedings, and the balance applied upon the indebitdeess fishery in such proceedings, and the balance applied upon the indebitdeess fishery in such proceedings in the methance applied upon the indebitdeess fishery in such proceedings, and the balance applied upon the indebitdeess fishery in such proceedings, and the balance applied upon the indebitdeess and execute such instruments as shall be necessary in obtaining such com-and execute on the instruments as shall be necessary in obtaining such com-bitary, payment of its lees and presentation of this ded near differences, truster may the liability of any person for the payment of the indebicences, truster may (1) consent to the making of ary map or plut of and property; (b) jain in

Aument, irrespective of the maturity dates expressed therein, or dramating any easement or creating any restriction therean; (c) join in any convegance may be described as the "person facts shall be restored to the property. The thereof (d) reconvey, without warranty, all or any part of the property. The persons apply entitled thereof, and the recirals timerin of any means of the property of the truthuleness thereof. Trustee's 55 and the persons of the truthuleness thereof. The persons of the truthuleness thereof. Trustee's 55 and the persons of the truthuleness thereof. The persons of the truthuleness thereof. Trustee's 55 and any security for the without motice, either in person, by adent or by a clout, and without regired to the adenacy of any security for the indebiedness hereby secured, enter upon and take possible collect the rans, is so and profits, including those part due and ungoid, and apply the same, is an any indebtedness secured hereby, and in such order as beneficiary may default or notice of delaut here of any taken and the property of the runts, is seen and any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, including the payment of any taken and the property, and the application or release thereof as at resonal, shall not cure or waive any default or notice of delaut hereunder or invalidate any act done notice.
12. Upon delault by grantor in payment of any indebtedness secured hereby inmediately due and physics and any such and all any difference any act fact the period any application may true to trustee shall the event and his election to sell thready in any difference of any agreement hereunder, time being of the property, and the application or awards lo as at resonal, and any addited and any difference any act any elected by including the period and any indebtedness secured here at trustee to bareelose this trust deed in equiption an

and expenses actuary, insures in the set of exceeding the amounts provided 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 puter biddet for cash, payable at the time of sale. Trustee soution to the highest biddet for cash, payable at the time of sale. Trustee shall deliver, to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-the property so thereoit. Any person, excluding the trustee, but including the trusthulines thereoit. Any person, excluding the trustee, but including the granter indices and a payment of (1) the expenses of sale, in-cluding the properties of sale to payment of (1) the expenses of sale, statter, 13 to the obligation secured by the trustee of a larger statter, 13 to the obligation secured by the trust deed, 13 to all persons having recorded new subsequent to the interest of the sale. The subset interests may appear in the order of the matter in the truste suplus, it any, to the definition of the buscessor of any expression of the supplus, it any, to the definition to the buscessor of the subset on the supplus. Is Bandeiberts the truste of the interest of the matter in the trust supplus, its Bandeiberts may how in the to the subcessor of successor.

surplus, if any, to the granter or to his successer in interest entitled to such surplus. I.6. Beneliciary may from time to time appoint a successor or successor rundet. Open such appointment, and with all convestorse to the successor trustee, the latter shall be vested with all tile, powers and duies conferred upon any trustee herein named or appointed here. Each such appointment and substitution shall be made by which diversifies of the course of which, when recorded in the mortfage records of the course or counts or outside the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and 27. Trustee accepts this trust when this deed, duly executed and obligated to notifs any public record as provided by law. Trustee is not obligated to notifs any public record as provided by law. Trustee de not obligated to notifs any public record as provided by law. Trustee de not shall be a party unless such action or proceeding is brought by trustee.

atterney, who is an active member of the Oregon State Bar, a bank, trust company regan of the United States, a title insurance company authorized to insure title to real states or any agency thereat, or an estrok agent lice sed under ORS 670.505 to 676.585. The Trust Dreif Act provides that the trustice hermonder must be either an attention and team association authorized to do business under the laws of Oregonity of this state, its subsidiaries, athinates, agains or branches, the United States NOTE: na mandena di mangebaran ya sakan na sa pana dan di Sanaya na mangebaran ngar sama na manar dan sa Mana panaka manakangka sa manakan ngan panakang sa mangebaran sa tana manana na manana na manana sa mana sa man ----r toperty 

			that he is law-	
	e grantor covenants and agrees to and with th	e beneficiary and those clas	iming under him, that he to a baby bered title thereto	
Th fully seize	e grantor covenants and agrees to and with th d in fee simple of said described real property	and has a vand, and		
• • •	he will warrant and forever defend the same	against all persons whoms		
and ther				
And the second se				
	he grantor warrants that the proceeds of the loan repre- by primarily for grantor's personal, furnily or household	sented by the above described no	ote and this trust deed are: e below).	
7	he grantor warrants that the proceeds of the loan repre a)* primarily lor grantor's personal, family or household b) <u>for an organisation, or (even if grantor is a natura</u>	d purposes (see Important to com + per:con) are for business or com	nmercial purposes.	itors,
5	he grantor warrants intervention of the personal, furnily or household a)* primarily for grantor's personal, furnily or household b) for an organisation, or (even if grantor is a natural b) for an organisation, or (even if grantor is a natural b) for an organisation, or (even if grantor is a natural b) for an organisation of the second state of the second his deed applies to, inures to the benefit of and binds his deed applies to the benefit of and binds his deed applies to the benefit of and binds his deed applies to the benefit of an applies to the benefit of an applies to the benefit of a applies to the b	s all parties hereto, their heirs, l eticiary shall mean the holder an	legatees, devisees, unreader, of the con nd owner, including pledgee, of the con enever the context so requires, the masc	tract uline
per solu	b) for an organization, his deed applies to, inures to the benefit of and binds representatives, successors and assigns. The term benefi- l representatives, successors and assigns. The term benefi- hereby, whether or not named as a beneficiary herein. hereby, whether or not named as a beneficiary hereby. hereby, hereby,	In construing this used and white number includes the plural.	day and year first above written.	
gender	In the decouple of the successors and assignt. It representatives, successors and assignt. It is any herein, hereby, whether or not named as a benefit: ary herein, includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is includes the teminine and the neuter, and the singular is included to the neuter, and the singular is included to the neuter, and the singular is included to the neuter, and the neuter is included to the neuter is included to the neuter, and the neuter is included to the neuter, and the neuter is included to the neuter is included	s hereunto set his hand the c	1	
	a the light out, whichever warranty (a)	or (b) is	uni Li Lenyon	
		on Z, the Katt. and a supplied	une my	
benefi disclos	a word is defined in the transmission of Regulation by making lary MUST comply with the Act and Regulation by making ures; for this purpose use Stovens-Ness Forn No. 1319, or e ures; for this purpose use Stovens-Ness Forn No. 1319, or e plicate with the Act is not required, disregard this notice.			
L il use in	signer of the abave is a corporation, form of acknowledgement opposite.]	STATE OF OREGON,	) ) ss.	
STA	TE OF OREGON. Ss. County ol Anti Att Ss. County ol Anti Att St. County ol Anti Att St. County ol Anti Att St. Ss.	County of	wledged before me on	
	County of	this instrument was at	wledged before me on	
	4/5 ,19/ , by		······································	
	Valuation Kerya			(SEAL)
A CONTRACT	This instrument was and by 197, 199, by 196, Ltit O L Kenpen Notary Public for Oregan Notary Public for Oregan	Notary Public lor Oregon		
	EATA P Notary Public for Oregun	Contraction Commission		
		OUTSY FOR FULL RECONVEYANCE	L	
		d enly when obligations have been paid.		
· · · · . 7	0: The undersigned is the legal owner and holder of The undersigned fully paid and suffice. You here	all includedness secured by the	e foregoing trust deed. All sums secur	he terms of
	6: The undersigned is the legal owner and holder of rust deed have been fully paid and suijsfied. You here rust deed have been fully paid and suijsfied. You here rust deed or pursuant to statute, to cancel all en rust deed or pursuant to statute, to cancel all en rust deed paid to reconvey	by are directed, on payment to vidences of indebtedness secured	d by said trust deed (which are delived d by said trust deed (which are delived designated by the terms of said tru	ist deed the
	The undersigned is the legal owner and holder of rust deed have been fully paid and suitified. You here haid trust doed or pursuant to statute, to cancel all en herewith together with said trust deed) and to reconvey estate now held by you under the same. Me il reconvey	, without warranty, to the part.	in the second	•
	estate now held by you and			
	DATED: , 19.	······································	······	
			Beneficiary	he mode.
	Do not loss or destroy this Trust Dood CR TFE NOTE which	it secures. Both must be delivered to the	a trustee for concellation before reconveyonce with	
	Do not isso or destroy this Trust Dood UK 57, 10012		- ARECON	}
	DEED		STATE OF OREGON, County ofKlamath	
	TRUST DEED		I certity that the wat	6th day
	STEVENS NESS LAW PUB. CO., PORTLASS, CA		of	and recorded
F 22 20 20 20 20 20 20 20 20 20 20 20 20	Gerald L. Kenyon and		in book/reel/volume not	Ifile/instru
	Katharine Kenyon Grantor	SPACE RESERVED FOR	page 0307	No1326
		RECORDER'S USE	ment/microfilm/reception Record of Mortgages of said Witness my hand	and seal of
			County affixed.	
	Notor INvestment Company		County	*
	Motor INvestment Company Beneficiary		Evelyn.Biehn,Coun	ty Glerk
	AFTER RECOIDING RETURN TO Motor Investment Company		Evelyn. Biehn, Course By Douler Muller	ty Clerk.
	AFTER RECOIDING RETURN TO Motor Investment Company	Fep \$13.00	Evelyn Biehn, Coun NAME By Qaulus Muller	ty Clerk.

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