175 pen Title #01034806 STEVENS-NESS LAW PUB. CO Vol. <u>mg</u> Page 2331 FORA tio. 881 --- Oregon Wrest Dead Series--- TRUST DEAT 13354 THIS TRUST DEED, made this \_\_\_\_\_25\_\_\_\_day of \_\_\_\_January\_\_\_\_\_\_ LARRY\_L\_\_\_KIEPKE\_ANI)\_JUDY\_K\_\_\_KIEPKE, husband\_and\_wife, TRUST DEED ....., as Trustee, and as Grantor, .......ASPEN. TITLE & ESCROW, INC. LAUREL P. MAUK ----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: Lot 12, Block 15, FIRST ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon. CODE 97 MAP 3907 25CO TL 3200 THIS TRUST DEED IS BEING RERECORDED TO CORRECT THE AMOUNT OF THE DEBT SECURED HEREBY. 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

School Stars and payment of the security of this trust deed, granter adress

円

g

ddi 30

herein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: I. 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. To complete or restore promptly and in good and workmanike 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, resultions, covenants, condi-tions and restrictions allecting said property; if the treaticiary so requests, to bin in executing such linancing scatements purs and to this to the fundor Conver-tion contenticity may require and to pt) for thing same in the broper public offices or searching aftencies as may be dremed desirable by the breating. To provide and continuously maintain interace on the buildent

and in executing such financing statements pursuant to the Uniform Connect challed as the bonelicitary may require and to pay for filing same in the proper public offices, as well as the cost of all lien searches nade by filing officers or searching atencies as may be deemed desirable by the beneficiary.
A To provide and continuously maintain insurance on the buildings and such other teacted on the said premises against loss or damage built in a standard of the same against as the cost of all lien searches nade by filing officers or searching atencies as against loss or damage built in a standard of the same against loss or damage built in a standard of the same against loss or damage built in a standard of the same against loss or damage built in a standard of the same against loss or damage built and or any reason to procure any such inner require in any and most net less than 5. THISUTADI and the same against loss or damage built and or any reason to procure any such insurance to any polity of insurance now or hereafter placed on such as beneficiary any procure the same at grantor's expense. The amount the explicit of insurance now or hereafter placed on such as beneficiary any determine, may be released to such action.
Takes, assessments and other churges that may be view or allowed any and the same any default or notice of delauft hereunder or invalidate any act the same and the same any default or notice of delauft hereunder or invalidate any at there and the same and the same and the same and the same any default or notice of delauft hereunder or invalidate.
Takes, assessments and other churges that may be view of assessed upon any independence in the same any and the same any part of the same and the same and the same and th

pellate court shall adjudge reusonable as the behavior provider a numerical state and the state of the state

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or purt of the property. The details entitled thereto; and the recitals therein of any matters or lasts shall be conclusive proof of the furthuliness therein of any matters or lasts shall be conclusive proof of the furthuliness therein of any states or lasts shall be conclusive proof of the furthuliness therein of any states or lasts shall be exclusive proof of the furthuliness therein of any states or lasts and states of the state of the states of the state of the sta

property, and the application or release thereol any taking or damade of the proventy and the application or release thereol as aloreshit, shall not cure or pursuant to such notice. 12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, the beneficiary may estance 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 or direct the trustee to borclose this trust deed by in equity, which the beneficiary may not the respect to loreclose by advertise of the beneficiary or the beneficiary of the secure ball execute and cause to be resolved with the obligation source of the result of the trustee shall execute and cause to be resolved by whith the beneficiary and the required by laws and proceed to foreclose this trust deed in the manner provided in ORS 86.795. 13. After the truste bas compared by a pay and proceed to a foreclose this trust deed sale, and at any time prior to 5 deaut consists of a failure to pay, when due the default of defaults. If the default that is capar, when due the default on default the default of defaults the trust deed the cure other than such portion as would be readed to the default that is capar, when due the default on other default the prior and such protion as would end the beneficiary allocs to the default the prior and the default the prior and the default the prior and the trust deed the cure other than such portion as would be intered the cure other than such portion as would be intered and the default on any case, in addition to curing the default or defaults. If the default on the beneficiary all cost of defaults, the person different the cure shall pay to the beneficiary all cost of defaults and the cure shall pay to the beneficiary all cost of def

together with itustee's and attorney's fees 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place the posterior of the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying of the nuthfulness thereoit. Any person, excluding the trustee, but include the first so sold, but without any covenant or warranty, express or im-plied. The truthfulness thereoit. Any person, excluding the trustee, but include the first so sold is the deed of any matters of lact shall be conclusive proof plied. The truthfulness thereoit. Any person, excluding the trustee, but include the first set. The base of the trustee and a reasonable charge by trustees shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee shalf apply the proceeds of sale to payment of the trustee by trustee shalf apply the proceeds of any near in the roder of their priority and (4) the surflem. 16. Beneliciary may from time to thme appoint a successfer or success of the any trustee manual hears.

surplus, if any, to the grantor or to his succasor in interest entitled to such surplus. I.6. Beneliciary may from time to time appoint a successor or successor or sto any trustee named herein or to any successor trustee appointed here-inder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested without conveyance to the successor trustee, the latter shall be vested without conveyance to the successor trustee, the latter shall be vested without conveyance to the successor trustee, the latter shall be unstant of appointed hereinformers, and without the successor which, when recorded in the nortisate records of the county or counties in which, the property is situated, shall be conclusive provided by law. Trustee accepts that when this deed, duly executed and 17. Trustee accepts in trust when this deed, duly executed and extraowledd is may party hereto of pending sale under any other deed obligated to notify any privereto in pending sale under any other deed shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the ruster hereunder must be either an attainey, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to rea property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrew agent licensed under OKS 696.505 to 676.595. -----

	2332
	6556
The grantor covenants and agrees to and wit	h the beneficiary and those claiming under him, that he is law-
y seized in fee simple of said described real prop	erty and has a valid, unencumbered title thereto
that he will warrant and forever defend the sa	ne against all persons whomsoever.
The grantor warrants that the proceed's of the loan rep (a)* primarily for grantor's personal, 'amily or housen (b) for an organization, or (even it prantor is a natu	presented by the above described note and this trust deed are: ald purposes (see Important Notice below), mal person) are for business or commercial purposes.
This deed applies to, inures to the bunelit of and bin rsonal representatives, successors and assigns. The term be ured hereby, whether or not named is a heneliciary herei der includes the teminine and the neuter, and the singular	ets all parties hereto, their heirs, legatees, devisees, administrators, executors, encliciary shall mean the holder and owner, including pledgee, of the contract in In construing this deed and whenever the context so requires, the masculine rumber includes the plural.
IN WITNESS WHEREOF, said grantor he	ns hereunto set his hand the day and year first above written.
MPORTANT NOTICE: Deletu, by lining out, whichever warranty (	roditor
PORTAIN NOTE: Overanty (a) is applicable and the beneficiary is such word is defined in the Truth-in-Lending Act and Regular haficiary MUST comply with the Act and Regulation by making closures; for this purpose use Stevens-Ness Form No. 1319, or c compliance with the Act is not required, disregard this notice.	grequired > Sharp A. Alephe
the signer of the above is a corporation, the form of acknowledgement opposite.)	
TATE OF OREGON, ) ) ss.	STATE OF OREGON,
County of	County of CCCCRAMIS
, 19 , by	19 - D. by Trans from the fight L
LARRY L. KIEPKE JUDY K. KIEPKE	of ANA PRODUCT
n and a second secon	Notary Put lis for Comparison Express 10/19/93
Notary Public for Oregon (SEAL) My commission expires:	My commission expires:
	iist FOR FULL RECONVEYANCE only when abligations have been paid.
°O:	•
rust deed have been fully paid and satisfied. You hereby	I indebtedness secured by the foregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of onces of indebtedness secured by said trust deed (which are delivered to you ithout warranty, to the parties designated by the terms of said trust deed the
menuith to dether with said trust deec') and to reconvey, wi	e and documents to
nerewith together with said trust deec) and to reconvey, with istate now held by you under the same. Mail reconveyanc	and documents to
nerewith together with said trust deec) and to reconvey, with istate now held by you under the same. Mail reconveyanc	es and documents to
herewith together with said trust decc) and to reconvey. We estate now held by you under the same. Mail reconveyanc DATED: , 19	Beneficiary
herewith together with said trust decc) and to reconvey. We estate now held by you under the same. Mail reconveyanc DATED: , 19	es and documents to
Denet lose or desirey this Trust Deed 13R THE NOTE which it sec OF OREGON,	Beneficiary yrss. Both must be delivered to the trustee for concellation before reconveyance will be made.
De nel lose or destroy this Trust Deed 13R THE NOTE which it see OF OREGON, SS.	Beneficiary wrss. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of
De net less or destrey this Trust Deed '3R THE NOTE which it see OF OREGON, SS. unty of Klamath SS.	Beneficiary Wrst. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath
Denet less or destrey this Trust Deed 13R THE NOTE which it see OF OREGON, SS. Inty of Klamath or record at request of: <u>Aspen Title Co.</u> 10th day of <u>April</u> A.D., 19 <u>90</u>	Beneficiary WIN. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath
De nel lese er destrey ihls Trust Deed 13R THE NOTE which it see OATED:	Beneficiary Wrst. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath
De nel lese er destrey ihls Trust Deed DR THE NOTE which it see OATED:	Beneficiary Wrst. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of
De nel lese er destrey this Trust Deed 'DR THE NOTE which it see OF OREGON, SS. unty of Klamath or record at request of: <u>Aspen Title Co.</u> <u>10th</u> day of <u>April</u> A.D., 19 <u>90</u> 10:57 <u>o'clock A M. and duly recorded</u> <u>N90 of Ortgages</u> Price <u>6555</u>	Beneficiary Beneficiary Writ. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath
De net lete er destrey ihls Trust Deed 13R Till: NOTE which it see OATED:	Beneficiary Writ. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath
De net lete er destrey ikle Trust Deed 13R THE NOTE which it see OATED:	Beneficiary Wrst. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of
De net lete er destrey this Trust Boed 138 Till: NOTE which it see OATED:	Beneficiary Wrst. Beth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County ofKlamath