C.

## TRUST DEED

Vol. m90 Page

MTC #23414-K

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

ALLAN L. SIMMONS & CAROL SIMMONS, husband and wife

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

in \_\_\_\_\_Klamath \_\_\_\_\_County, Oregon, described as: The Southerly 48 feet of Lot 8 and a strip 5 feet wide and 48 feet long from the Westerly side of Lot 7 and lying adjacent to the above described property in Block westerry side of Lot / and lying adjacent to the above described property in block 308 of DARROW ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

Tax Account No. 3809-33DD-12100

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 actate. now or hereafter appertaining, and the relies, issues and production with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of TEN THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100

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 in good and workmanlike Tomplete or restore promptly and be constructed, damaged or manner any building or improvement which mourred therefor, destroyed thereon, and pay when due all costs mourred therefor, destroyed thereon, and pay when due all costs mourred therefor, the said property if the beneficiary so requests, to tions and restrictions affecting said property; if the beneficiary so requests, to ion and restrictions affecting statements pursuant to the Uniform Commer join in executing such financing statements pursuant to the Uniform Commer call Code as the beneficiary may require and to pay for illing same in the call Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the

roin of executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lien searches made beneficiary or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the new or hereafter erected on the said premises against loss or damage by fire and such other hazards as the fact of the property may from time to time require in a mount not less than 3... the fact of the property may from time to time require in a mount not less than 3... the fact of the property may from time to time require in a mount not less than 3... the property with loss payable to the latter; all of the farantor shall fail or any reason to procure any such incurance and to it the farantor shall fail or any reason to procure any such incurance and to it the farantor shall fail or any reason to procure any such incurance and to it the farantor shall fail or any reason to receive procure the same at grantor's explaced on State of the beneficiary at least litteen days prior to the expiration of any policy of insurance now or hereafter placed on State of the procure of the procur

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, beneticiary shall have the under the right of eminent domain or condemnation, beneticiary shall have the under the right of eminent domain or condemnation the monies payable right, if it so elects, require that all or any portion of the amount required as compensation los such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees, necessarily paid or to pay all reasonable costs and expenses and attorney's fees, applied by it into on any resonable costs and expenses and attorney's fees, applied by it into any on any resonable costs and expenses and attorney's fees, applied by it into any one and the balance expenses, to take such actions secured hereby, and grantor agrees, at its one expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

It is not a property in the payment of this deed and the note for liciary, payment of its lees and presentation of this deed and the note for liciary, payment of its lees and presentation of this deed and the note for the liability of any person for the payment of the indebtedness, trustee may 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 (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 allecting this deed or the lien or charge whereof; (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconveyance may be described as the "person or persons grantee any reconveyance may be described as the "person or persons grantee and the thereof of the truthluness thereof trustee's less for any of the be conclusive proof of the truthluness thereof. Trustee's less for any of the be conclusive proof of the truthluness thereof. Trustee's less for any of the service mentioned in this paragraph shall be not less than \$5. service mentioned in this paragraph shall be not less than \$5. service mentioned in this paragraph shall be not less than \$5. service any default by grantor hereunder, beneficiary may at any time without notice, either in person, agent or by a receiver to be a pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for indebtedness hereby secured, enter on any part thereof, in its own name sue or otherwise collect the pointed by a court, and without regard to the adequacy of any security for any part thereof, in its own name sue or otherwise collect the property and profits, including those past due and unpaid, and apply the same, restricted to any part the same, issues and profits, including reasonable attentions and expenses of operation and collection, including reasonable attentions and profits, and the profits of the proceeds of ire and other news the profits of the proceeds of ire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done not such as the property of invalidate any act done to the property of the proceeds of the property of the proceeds of the and other waive any defa

property, and the application or release thereof as aloresaid, shall not cure or 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 session with respect to such payment and/or performance, the beneficiary may 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 declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or devertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to foreclosy, by advertisement and sale, the beneficiary of the beneficiary elects to foreclosy by advertisement and sale, the beneficiary of the beneficiary elects to foreclosy by advertisement and sale, the beneficiary elects to foreclosy by advertisement and sale, the beneficiary elects to foreclosy by advertisement and property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation in the market provided in ORS 86.795.

In the market provided in ORS 86.795 of the sale sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.795, may cure sale, the grantor or any other p

together with trustee's and attorney's lees not exceeding the amounts provided by law. 4. 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 for the proporty either to the provided by law. The trustee may sell said property either in one parcel or in separate parcels and sale sell the parcel or parcels at in one parcel or highest bidder for cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in formation as required by law conveying shall deliver to the purchaser its deed in own are required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive propried. The recitals in the deed of any matters of lact shall be conclusive propried. The recitals in the deed of any matters of lact shall be conclusive propried. The recitals in the deed of the trustence of the trustee sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of (1) the expenses of sale, install apply the compensation of the trustee and a reasonable charge by trustee in the trust having recorded liens subsequent to the interest of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of the

surplus, if any, to the granter or to his successor in interest entitled to such surplus. If Seneticiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to the successor trustee, the latter shall be vested with all title, powers and duties confered trustee, the latter shall be rested with all title, powers and duties confered trustee, the latter shall be made by written instrument executed by beneficiarly, and substitution shall be made by written instrument executed by beneficiarly which when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the uccessor trustee.

acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deal obligated to notify any party hereto of pending sale under any other deal rust 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 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 laws of Oregon or the United States, a little 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 escraw agent licensed under ORS 696.505 to 696.585.

BOALLINE Mullinds & Deputy

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 and that he will warrant and forever defend the same against all persons whomsoever. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. Jimmie M. Allen (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON. ) ss. County of ..... This instrument was acknowledged before me on .... County of Klapath This instrument was acknowledged before me on Jimmle M. Allen F. Notary Public for Oregon (SEAL) Notary Public for Oregon My commission expires: (SEAL) My commission expires: 6 16 92 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noticer of all indeptedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: .... Reneficiary Do not late or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be n (2.3 Account to. 3569-3350-12139 TIFL OF STATE OF OREGON, a the office of County of Klamath TRUST DEED and a series that the within instrument (FORM No. 881) April ,19 90, Organisation in the of ... at 9:26 o'clock AM., and recorded Jimmie M. Allen 1002 Matney Way in book/reel/volume No. M90 on 1002 Matney Way Klamath Falls, OR 97603 page \_\_\_\_\_7132 \_\_\_\_ or as fee/file/instru-SPACE RESERVED Allan L. & Carol Simmons Property See Recorder's Use ment/microfilm/reception No. 13657, Record of Mortgages of said County. Irvine, CA 92720 TIES COSSULT OF STANDARD COSTA Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk AFTER RECORDING RETURN TO - Transmire the set अंग्रेड र *चित्रहर्मी मेर्न्सुड संस* 

TRUST DECL

Fee \$13.00

MOUNTAIN TITLE COMPANY

(Collection Escrow Dept)