Vol<u>m90</u> Page_**7333** ORM No. 881—Oregon Trust Deed Series—TRUST DEED TRUST DEED MTC #23409-DN 13790 THIS TRUST DEED, made this 19th day of April 1990
IMA ROBINSON and RICK J. ROBINSON, not as tenants in common, but with the right of survivorship as Grantor, Mountain Title Company of Klamath County . JOHN P. CARLILE and TERESA CARLILE, husband and wife as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property WITNESSETH: County, Oregon, described as: Lot 11 in Block 14 of STEWART ADDITION, according to the official plat thereof on file in Klamath in the office of the county Clerk of Klamath County, Oregon, SAVING AND EXCEPTING THEREFROM that portion of Lot 11 in Block 14 deeded to the State of Oregon, in deed Volume M68, page 3407, Microfilm Records of Klamath County, Oregon.

Tax Account No. 3909 007BD 00200 The desire of the South which is everythe taken

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 estate.

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

becomes due and payable. In the event the grantor without first has sold, conveyed, assigned or alienated by the grantor without first has sold, conveyed, assigned or alienated by the grantor secured by this instrument, at the beneficiary's option, all obligations secured by this instrument, and the beneficiary's option, all obligations secured by this instrument, and the beneficiary of this trust' deed, grantor, agrees.

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 which and the payable dominance thereon, and pay when due reference the control of the control of the maintenancy of the control o

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 cond-mnation, beneficiary shall have the under the right of eminent domain or cond-mnation, beneficiary shall have the under the right of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and aftorney's lees necessarily paid or to pay all reasonable costs, expenses and aftorney and to beneficiary and incurred by grantor in such proceedings, shall be penses and aftorney's lees, applied by it lirst upon any reasonable costs and expenses and aftorney's lees, applied by it lirst upon any reasonable costs and expenses and aftorney's lees, applied upon the indebtedness liciary in such proceedings, and the balance applied upon the indebtedness and exceed such instruments as shall be necessary in obtaining such command excett such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary's request, pensation, promptly upon beneficiary's request.

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granting 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 thereof; (d) reconveyance may be described as the "person or personal grantee in any reconveyance may be described as the "person or personal grantee in any reconveyance may be described as the "person or personal grantee in any reconveyance may be described as the "person of person by a court and this paragraph shall be not less than \$5.

In Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver 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 sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's less upon 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, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon delault by grantor in payment of any indebtedness secured to the property of the property of

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 hereby or in his performance of any agreement hereunder, time being of the sessence with respect to such payment and/or performance, the beneficiary may accelerate 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 advertisement and sale, or may direct the trustee to precises this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or advertisement and also, or may direct the beneficiary may have. In the event remedy, either at law or in equity, and vertisement and sale, the beneficiary of the beneficiary election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation in the manner provided in ORS 66.735 to 85.795.

In the manner provided in ORS 66.735 to 85.795.

In the manner provided in ORS 65.795 and provided by ORS 85.753, may the context the sums secured by the trust person so privileged by ORS 85.755, may have the default or defaults. If the default consists of a lailure to pay, when the sums secured by the trust deed, the default may be cured by pay, when the sums secured by the trust deed, the default may be cured by pay, when the sums secured by the trust deed, the default occurred. Any other default that is capable of the default occurred. Any other default that is capable of the default occurred. Any other default that is capable of the defaul

together with trustee's and attorney's tees 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 are united to the highest bidder for cash, payable at the time of ale. Trustee and 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 the property so sold, but without any covenant or warranty express or interpolated. The recitals in the deed of any matters of fact shall encountsive profiled. The trustuleness thereof. Any person, excluding the trustee, but including of the trusthulness thereof. Any person, excluding the trustee, but including the grant and beneficiary, may purchase at the sale. The provided herein, trustee grant and beneficiary may purchase at the sale. The provided herein, trustee for the proceeds of sale to payment of (1) the expense of sale, in shall apply the proceeds of sale to payment of (1) the expense of sale, including the compensation of the trustee and a reasnable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all person the deed as their interests may appear in the order of their processor and the surplus. If any, to the granter or to his successor in interest entitled to such surplus. If any to the granter or to his successor in interest entitled to such surplus.

surplus, it any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. 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 hereunder. Each such appointment and substitution shall be made by printen instrument executed by beneliciary, which when recorded in the most printen instrument executed by beneliciary, which when recorded in the noclusive proof of proper appointment of the successor trustee, successor trustee and the successor trustee and the successor trustee and public record as provided by law. Trustee is not 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 deed of trust of 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 beceinder 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, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The state of the s 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

EXCEPT: County Road Lien, Imp. Unit No. 102, Page 412, Docketed Nov. 1979;

Sewer Lien, Imp. Unit No. 51, Card 002, Docketed December, 1983

Sewer Lien, agree to assume nor pay and Beneficiary agrees to hold Grantor harmless and that he will warrant and forever defend the same against all persons whomsoever. therefrom-

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,

and representatives, whether or not named as a beneficiary herein. In correct hereby, whether or not named as a beneficiary herein. In correct includes the feminine and the neuter, and the singular number are included the singular number of the spirit of	shall mean the note: and whenever the context so requires, the mascunstruing this deed and whenever the context so requires, the mascunic includes the plural. Into set his hand the day and year first above written.	
IN WITNESS WHEREOF, said gramos the		
	Ina Robinson	
PORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is applicable; if warranty (a) is applicable and the beneficiary is a credito upplicable; if warranty (a) is applicable, and the gualation Z, the word is defined in the Truth-in-Lending Act and Regulation by making require	Ω Ω Γ Γ Ω Γ	
ficiary MUST comply with the Action of the Stevens-Ness Form No. 1319, or equivalent osures; for this purpose use Stevens-Ness Form No. 1319, or equivalent		
impliance with the Act is not required, distributions and the second sec		
ing Disputer with the control of the Control of the control of the		
ne signer of the above is a corporation, the form of acknowledgement opposite.)		
	ATE OF OREGON,	
ATE OF OREGON,	Service of the region of the service	
County of Kidlid Li)		
This instrument was acknowledged before me on		
April 19 ,1990 ,by	, by	
Ima Robinson		
Rick J. Robinson of	2. (a) 12.7 (a) 12.7 (b) 12.7 (c) 12.7	
(A Minto)		
DATE IN NO.	tary Public for Oregon (S	SEAL.
ATTEL SEN		
My COTARY PUBLIC OREGON	y commission expires:	
My Commission Expires	1	
RECOEST FOR	FULL RECONVEYANCE	
To be used only when	n obligations have been paid.	
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