TRUST DEED

Vol. mgd Page 9525 @

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EXGIT 15054 ON THE OLD , 19 90 , between May THIS TRUST DEED, made this 17th day of Play
G. CHRISTOPHER HAMILTON and DEANNA J. HAMILTON, husband and wife

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY as Grantor, MOUNTAIN TITLE COMPANY OF KLAMAIN COUNTY
MILDRED B. SWEENEY and BONITA L. MC CULLOUGH, not as tenants in common,

right of survivorship as Beneficiary,

WITNESSETH:

MAKE HEERMAKA

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_\_ Klamath \_\_\_\_ County, Oregon, described as:

The North one-half of Lot 14 in Block 7 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the East 5 feet thereof conveyed to Klamath County for the widening of Bisbee Street by instrument recorded in Volume M66, page 6206, Microfilm Records of Klamath County, Oregon.

Klamath County Tax Account #3909-010AC-03900:

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 CHARM MICCIAND EVER HINDER AND NO 1400

sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 ---

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

not sooner paid, to be due and payable .

July 1 ,19 95

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, or then, 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.

herein, shall become immediately due and payable.

To protect the security of this trust deed, frantor 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.

To complete or restore prompily and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and pay when due all costs incurred therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; it the beneficiary so requests, to tions and restrictions allecting said property; it the beneficiary so requests to call Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay titing same in the proper public office or offices, as well as the cost of all lien searches made ply filing officers or searching agencies as may be deemed desirable by the beneliciary.

A. To provide and continuously maintain insurance on the buildings of the cost of the said premises against loss or damage by lire and such other hazards as the beneliciary may from time to time require, in an amount not less than \$-\frac{1}{2} - \frac{1}{2} - \

It is mutually agreed that:

It is mutually agreed that:

R, In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the monies payable right, if it is of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the inflames applied upon the indebtedness ficiary in such proceedings, and the inflames applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's require.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for liciary, payment of its lees and presentation of this indebtedness; trustee may 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 the such as the payment of the indebtedness; trustee may the such as the payment of the indebtedness; trustee may the liability of any person for the payment of the indebtedness; trustee may the payment of the indebtedness; t

granting 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 any part of the property. The farmed is a property of the control of the truthiulness thereol. Trustee's lees for any of the be conclusive proof of the truthiulness thereol. Trustee's lees for any of the be conclusive proof of the truthiulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default 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 uno and take possession of said property or any part thereof, in its own and use and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable afterney's lees 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 of awards for any taking or damage of the 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 does not be approperty in his professional and content of any indebtedness secured hereby or in his professional and content of any indebtedness secured hereby or in his professional and any actional and any and the property in the professional any actional and any actional course in the professional and actional any actional and any actional and actional any actional and actional and actional any actional and actional and actional and actional and actional and actional actional actional actional actional actions and actional actional actional actional actional actional action

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 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 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 declare all sums accured hereby immediately due and payable. In such an declare all sums accured hereby immediately due and payable. In such and elected the sum accured hereby immediately due and payable. In such and elected event the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at any sale, or may direct the trustee to pursue any. In the event remedy, either elects to foreclose by advertisement and sale, the beneficiary or the beneficiary and lexecute and cause to be recorded his written to the respect to foreclose by advertisement and sale, the heneficiary or the beneficiary election to sell the said described real property to advertisement and his election to sell the said described real property to all proceed to loreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed sale, and at any time prior to 5 days before the detail to trust the sale, the grantor or any other person so privileged by QRS 86.753, may cure also, and at any time prior to 5 days before the frust deed conducts the sums secured by the trust deed, the default consist of a failure to pay, when due, the default or default to the property of the frust deed, the default consis

surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

16. Benediciary 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 the successor trustee, the latter shall be vested appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment aubstitution shall be made by written instrument executed by beneliciary, and substitution shall be made by written instrument executed by beneliciary, and substitution shall be under successor trusteed in the successor trusteed, shall be conclusive proof of proper appointment of the successor trusteecepts this trust when this deed, duly executed and 17. Trusteecepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law Trustee is not obligated to make any party hereto of pending sale under any other deed of trust or of surfacion or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by frustee.

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 lows of Oregon 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 696.585.

The grantor covenants and agrees to and with the benef y seized in fee simple of said described real property and h	nas a valid; unencumbered title thereto except
none	the effective transfer in the most read of the control of the cont
the same against	t all persons whomsoever.
that he will warrant and forever defend the same against	ingerio filiate en la califeración como en la califeración de la califeración de la califeración de la califer Meneración de la califeración de l La califeración de la califeración
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and the control of the second place of the control	the above described note and this trust deed are:
The grantor warrants that the proceeds of the loan represented by (a)* primarily for grantor's personal, family or household purpose (b) for an organization, or (even it grantor is a natural person)	is (see Important Notice below), are for business or commercial purposes.
(b) for an organization, of the second of the second of parties	ies hereto, their heirs, legatees, devisees, administrators, executors;
representatives successors and domains	mind this dead nnd Wilelievel the comen of
resoluted hereby, whether or not named as a beneficiary herein. In constructed hereby, whether or not named as a beneficiary herein. In construction of the singular number includes the feminine and the neuter, and the singular number includes the feminine and the neuter, and grantor has hereunt IN WITNESS WHEREOF, said grantor has hereunt	cludes the plutal.
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IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is opplicable; if warranty (a) is applicable and the beneficiary is a creditor of applicable; if warranty (a) is applicable and its beneficiary and Regulation Z, the	G. JCHRISTOPHER MANIESON
of applicable; if warranty (a) is applicable; and Regulation Z, the such word is defined in the Truth-in-Lending Act and Regulation Z, the	DEANNA T. HAMILTON
eneficiary MUST comply with the Act and Regulator, the conversion of equivalent. lisclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent, f compliance with the Act is not required, disregard this notice.	the properties of the first of the state of
may come an artistic dank and the art of the second and properties and are	And the state of t
If the signer of the above is a corporation, use the form of acknowledgement opposite)	Some state of the second secon
CTATE OF OREGON.	E OF OREGON,
County of Klamath County of This is	ounty of) instrument was acknowledged before me on
This instrument was acknowledged before me on This in May 17, 1990, by	instrument was acknowledged Decicle  , by
G. CHRISTOPHER HAMILTON and DEANNA J. of	We reconfide the second of the
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said trust deed or pursuant to statute, and to reconvey, without was	arranty, to the parties designated by the terms of
estate now held by you under the same than the percentage and	cuments, 19 m militario del morto del martino de la martin
DATED:,19	
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Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both I	We Discuss to the trustee for concellation before reconveyance will be made.  **Example 1. **Concerns to the trustee for concellation before reconveyance will be made.  **Example 1. **Concerns to the trustee for concellation before reconveyance will be made.
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