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FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204
P.O. BU 12927 BEND, OR 97708 WLC 53454	Vol. mgo Page 14005 @
KEVICO TYHIS TRUSTEDEED, made this day of	te , 19 90., between
	Togramme in the control
as Grantor, BEND TITLE COMPANY	as Trustee, and
DELICERT H. CUCNES and HELEN M. JONES, husband and wife	, which the common of the comm
of the second se	
as Beneficiary OVS?	
WITNESSETH:	1. "我们就是我们的,我们就是我们的。""我们的,我们就是我们的。""我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的
in DESCRIPTED KLAMATTH County, Oregon, described as: LOTATED RICAL TO SECOND ADDITION TO RIVER PINE ESTATE thereof on file in the office of the County Clerk of the c	ES, according to the official plat
thereof young the the first of the locality of the	Canada Canada
TO BEEN DEED & LEVEL SE	21910 - 21910 - 1910 -

TAX #2309 01300 05100

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 sum of SIX THOUSAND AND 00/100 *(\$6,000.00)*

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 pursuant to note. 19.

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, 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.

sold, conveyed, assigned or alienated by the grantor without first them, at the beneticiary's option, all obligations secured by this inst 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; shot to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly 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.

3. To comply with all laws, ordinances, regulations, coverants, conditions of the strict of

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 right, it it so elects, to require that all or any portion of the monies payable 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 beneticiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneticiary in such proceedings, and the balance 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 beneticiary's request.

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 endorsement (in case of full reconveyances, for cancellation), without affecting 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey without war anty, all or any part of the property. The grantee in any reconvey without war anty, all or any part of the property. The grantee in any reconvey without war and the restrict of the property. The grantee in any reconvey and the restrict of the property. The grantee in the property of the grantee in the property of the grantee in the property of the propert

property, and the application of releast thereof as aloresala, stall loc Cale of 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 essence with respect to such payment and/or performance, the heneliciary may declare all sums secured hereby immediately due and payable. In such and in equity as a mortgage or direct the trustee to foreclose this trust ded in equity as a mortgage or direct the trustee to foreclose this trust ded in equity as a mortgage or direct the trustee to foreclose this frust of advertisement and sale, or may direct the trustee to norse any effect of the heneliciary lects to foreclose by advertisement and sale, or may direct the trustee to more the trustee to the heneliciary lects to foreclose by advertisement and sale, the beneliciary lects to foreclose by advertisement and sale, the beneliciary of the trustee to precede the control of the trustee to foreclose this trust deal and his-election to sell the said described at the trustee of saling time of the control of the trustee to the control of the trustee to the default of the control of the trustee the default of the control of the trust deed in ORS 86.735 to 86.795.

In the property of the trust deed, the default may be cured by paying the entire amount due at the time of the cure often than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of default, the person effecting the cure of the cure of the the such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performanc

deed espenses sectually incurred in enforcing the obligation of the trust deed together with trustees and attorney's less not exceeding the amounts provided by law. In trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for each, 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 coverant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

Shall apply the proceeds of sale to payment of the trustee, but including the granter and beneficiary, may purchase at the sale.

Industry the compensation secured by the conclusive proof of the trustee sells pursuant to the power provided herein, trustee shall apply the proceeds of sale to payment or ecasonable charge by trustee's naving recorded liens subsequent to the interest of the trustee in the surplus, if any, to the grantor 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 herein under. Upon such appointment, and sithout conveyance to the successor trustee, appointed herein and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and 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 itrust, or of any action or proceeding in which grantor, beneficiary or trustee.

attorney, who is an active member of the Oregon State Bar, a bank, trust company regon or the United States, a title insurance company authorized to insure title to real tales or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the trustee hereunder must, be either on attor or savings and loan association authorized to do business under the lows of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Covenants, Conditions, Restrictions, and easements of record.

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a ratural person) are for business or commercial purposes.

(a)* primarily for grantor's personal, family or housen (b) tor an organization, or (even if grantor is a natu		·
This deed applies to, inures to the benefit of and bin rsonal representatives, successors and assigns. The term be	nds all parties hereto, their heirs, legatees, devisees, administence in the holder and owner, including pledges encirciary shall mean the holder and owner, including pledges in. In construing this deed and whenever the context so require the plural.	
nder includes the feminine and the neuter, and the singular	as hereunto set his hand the day and year first above	written.
IN WITNESS WHEREOF, said grantor he		
<u>rand</u> i manaka	Tarley X & Mad D.VI late	
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) is applicable; if warranty (a) is applicable and the beneficiary is such word is defined in the Truth-in-Lending Act and Regulation efficiary MUST comply with the Act and Regulation by makin sclosures; for this purpose use Stevens-Ness Form No. 1319, or compliance with the Act is not required, disregard this notice.	tion Z, the XIIIIIIII C IMUNTER	
	and the state of the second	
f the signer of the above is a corporation, the the form of acknowledgement opposite.)	er vertice film (1994), il ver	
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STATE OF OREGON,		
County of LANE	and any analysis and the love me on	
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ADY D. MARTIN	of	
EBRAH C. MARTIN	of	
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Notary Public for Oregon	Notary Public for Oregon	(SEAL)
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(6EAC) My commission expires: 02-05-94	My commission expires:	
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