Klaretical	Te: os a.	1501	TR	UST DEED	
222 South 8	Akth Str	op - Hilli			
THIC T	アルウエーカア	ED made this	181	th	OULV

William R. Garrard & Sharon L. Garrard, husband and wife

as Grantor, Mountain Title Company of Klamath County

Geraldine Davis

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: **202**7 140050 44, 500

Lot 9 in Block 15 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (EXCEPTING THEREFROM the Southwesterly 4.0 feet of said Lot 9.

the vot loss or version, in a first than its after which the execution both more has quartered to the event building the

Tax Account No: 3809 029CD 11000

sum of Illie Clouds and and an analysis of the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, if

not sooner paid, to be due and payable July 20, 1991.

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.

FOOMNZATHE!

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 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.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged of destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial 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 filing officers or searching agencies as may be deemed desirable by the beneficiary.

cial Code as the beneliciary 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 thing officers or searching agencies as may be deemed desirable by the beneliciary.

To provide and continuously maintain insurance on the buildings now or hereafter exceted on the said premises against loss or damage by fire and such other hazards as the beneficiary, may from time to time require, in an amount not less than \$. NAGARL_1200.

ANGAGRE_1200.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all ol said property shall be taken under the right ol eminent domain or condemnation, beneliciary shall have the right, il 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 lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneliciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and expense such instruments as shall be necessary in obtaining such compensation, promptly upon beneliciary's request.

At any time and from time to time upon written request of beneliciary, payment of its fees and presentation of this deed and the role 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

heulh, s

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 warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereol. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any detault 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 refard to the adequacy of any security or 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 fees 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 line and other insurance policies or compensation or valvae thereof as aloresaid, shall not cure or vaive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

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 sesence with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any event the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed on equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the frustee to pursue any other right or remedy, either at law or in equity, which the beneliciary may have. In the event the beneliciary elects to foreclose by advertisement and sale, the beneliciary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof, as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement and 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 86.735, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other 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 or distance the such as designated in the notice of sale

together with trustee'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 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 at auction to the highest bilder for cash, 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 covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the frust deed as their interest may appear in the order of their pristing and (4) the surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

surplus, il 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 hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all tille, powers and duties confered upon any trustee herein named or appointed hereunder. Each such appointment 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.

17. 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 of trust or 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 insure title to real property of this state, its substitutes, offliates, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 676.050 to 696.858.

STATE OF OREGON. STATE OF OREGON. STATE OF OREGON. We have been the security of the securit	The grantor covenants and agrees to	and with the beneficiary and	those claiming under him, that he is law-
The grander warrants that the proceeds of the han represented by the above described unit and this total does are. CONDENSATE OF CONTROL NOTIFICATION AND ADMINISTRATION OF THE ADMINISTRATION OF THE ADMINISTRATION AND ADMI	the ballities of gree control to and passioned at 1884 buttered	eal property and has a valid,	unencumbered title thereto
The grander warrants that the proceeds of the han represented by the above described unit and this total does are. CONDENSATE OF CONTROL NOTIFICATION AND ADMINISTRATION OF THE ADMINISTRATION OF THE ADMINISTRATION AND ADMI	the other hands are the state of the state o	The state of the second of the	HAMPER TO RECEIVE A MARKET AND A STATE OF THE AND A
This deed applies to. Imment to the benefit of and binds all parties hearts, their holis, leganes, devices, administrators, executors, personnelly applied to the manufacture of the benefit of and binds all parties hearts, their holis, leganes, devices, administrators, executors, personnelly applied to the manufacture of the contract gender includes the legalism and the neuter, and the singlist manube includes the plant. IN WITHERS WHEREOF, said faranter has hereunting this deep heart of the large and parties above written. ***IMPORTANT NOTICE Delay, by lining out, whichever wereasty (a) or (b) is seen who word is defined in the Trobination and the headstray is a conflow seen that the parties of the word is defined in the Trobination and in headstray is a conflow seen that the parties of the parties of the word is defined in the Trobination and in headstray is a conflow seen that the parties of the parties	They be the company of the company o	The same of the second	The state of the s
### INVESTANT NOTICE Dates by blining and the neutral name of the filter			
IN WITNESS WHEREOP, said grantor has hereunto on his hard the hay and year first above written. ***INFORTANT NOTICE: Daleis, by lining ost, whichever warranty [o] or [b] is as not word in defined in the Troth-in-Indenting Act and Regulation 2, the season word in defined in the Troth-in-Indenting Act and Regulation 2, the season word in defined in the Troth-in-Indenting Act and Regulation 2, the season word in defined in the Troth-in-Indenting Act and Regulation 2, the season word in defined in the Troth-indenting Act and Regulation 2, the season of the Indentity of the Indentity of	secured hereby, whether or not named as a heneficia	ry herein In constraint this double	older and owner, including pledgee, of the contract
STATE OF OREGON. STATE OF OREGON. STATE OF OREGON. Country of State of this purpose use Several-base from No. 1319; or equivalent. Sharon, L. Garrard for compleme, with the Art in an equivalent by making required additions, the this purpose use Several-base from No. 1319; or equivalent. Sharon, L. Garrard for compleme, with the Art in an equivalent by making required additions, the state of the purpose use Several-base from No. 1319; or equivalent. Sharon, L. Garrard for specific for experimental state of the stat	ent there a thing page that there is not the fig. t. the	angular number includes the piural	
STATE OF OREGON. State of the instrument was acknowledged before me on This instrument was acknowledged before me on STATE OF OREGON.	nor applicable; if warranty (a) is applicable and the benef as such word is defined in the Truth-in-Lending Act and baneficiary MUST comply with the Act and Regulation by disclosures; for this purpose use Stevens-Ness Form No. 13	ficiary is a creditor Regulation Z, the y making required 119, or equivelent.	Carrard ton Larrard Garrard
STATE OF OREGON. State of the profession of the control of the	(If the signer of the above is a corporation, the same feel assist use the farm of actnowledgement opposite).	A CONTRACTOR OF THE CONTRACTOR	TOTAL MENTAL SERVICE S
SEAL) My cognitission expires: 6-6 9L My commission expires: Sequently for full econveyance To: Trustee The undersigned is the legal owner and folder of all indebtedness 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 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 of 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: De not less or destrey this frost Deed OR THE NOTE which it secures, both must be delivered to the trustee for concelluling before reconveyance will be mode. DATED: DE not less or destrey this frost Deed OR THE NOTE which it secures, both must be delivered to the trustee for concelluling before reconveyance will be mode. DATED: DE NOTE DEED Soil William R. Garrard & Sharon L William R. Garrard & Sharon L Garrard Was received for record on the 2Atth, day of July, 19.90, on page 14690. or as feel file instrument for page 14690. or as feel fil	County of Klamath (This instrument was acknowledged before m	STATE OF OREGON, SS. County of This instrument was acl 19 , by	
To be used only who selegated here has people. To be used only who selegated here has people. Trustee: Trustee: Trustee: Trustee: Trustee: 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 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 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 which are delivered to you horself the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents 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 the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents 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 the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to the parties designated by the terms of said trust deed the estate now held by the terms of said trust deed which are delivered to the following trust deed (which are delivered to you have trust deed which are delivered by the terms of said trust deed (which are delivered by the terms of said trust deed (which are delivered by said	(SEAD) (*) (*) [[seft 15] a setting in the production of appealed	The second secon	
The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 herewith togethers 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 the parties designated by the terms of said trust deed the estate now, held by you under the same. Mail reconveyance and documents 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 the parties designated by the terms of said trust deed the estate now, held by you under the same. Mail reconveyance and documents 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 the parties designated by the terms of said trust deed the estate now, held by you under the same that the estate now, held by you under the terms of said trust deed (which are delivered to the parties designated by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, held by the terms of said trust deed the estate now, hel	Harrier and gradults were enjoyed, our rought our file be- their an eye of perfects. The following properties of the engage were engineering and engineering only the three	used only when obligations have been pai	大型は、2000年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の
Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for concellution before recenveyance will be mode. STATE OF OREGON DESTRIPTION DESTR	The undersigned is the legal owner and holder trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute, to cancel all horawith together with said trust deed) and to reconvestate now held by you under the same. Mail reconvestate now held by you under the same. Mail reconvestate to the same of the same with the same	of all indebtedness secured by the sereby are directed, on payment to evidences of indebtedness secured by without warranty, to the participance and documents to	o toregoing trust deed. All sums secured by said you of any sums owing to you under the terms of by said trust deed (which are delivered to you es designated by the terms of said trust deed the
Do not lose or destrey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. LEX YCCOMMENDED TO SET TO THE DEED SCI. DESTRUSTED EED SCI. DITION OF TRUSTED EED SCI. DITION OF THE OFFICE OF THE COURT OF			(2018-2019-2019-2019-2019-2019-2019-2019-2019
DEED SON DEE			
William R. Garrard & Sharon L Garrard Was received for record on the 24th day of July 19 90, at 9:47 o'clock A M, and recorded in book/reel/volume No. M90 on page 14690 or as fee/file/instrument/microfilm/reception No. 17968 Klamath Falls, OR 97601 Beneficiary Witness my hand and seal of County of Klamath County Clerk Was received for record on the 24th day of July 19 90, at 9:47 o'clock A M, and recorded in book/reel/volume No. M90 on page 14690 or as fee/file/instrument/microfilm/reception No. 17968 Record of Mortgages of said County. Witness my hand and seal of County affixed. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk NAME TITLE Klamath Falls, OR 97601 Evelyn Biehn, County Clerk NAME TITLE Klamath Falls, OR 97601 Evelyn Biehn, County Clerk NAME TITLE Klamath Falls, OR 97601		It secures. Both must be delivered to the tr	ustee for cancellation before reconveyance will be made.
SPACE RESERVED Grantor Geraldine Davis 224 North 2nd Klamath Falls, OR 97601 Beneficiary Mountain Title Company 222 South Sixth Street Klamath Falls, OR 97601 Fee \$13.00 SPACE RESERVED SPACE RESERVED SPACE RESERVED FOR FOR FOR FOR FEE SPACE RESERVED in book/reel/volume No. M90 on page 14690 or as fee/file/instrument/microfilm/reception No. 17968 Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk NAME TITLE Klamath Falls, OR 97601 Fee \$13.00 By Cuclime Mullendt Deputy	OSTEVENSINESS LAW PUB. CO. PORTLAND DREE WE	ON TO THE CLIY OF KLASS the office of the Coun	County of Klamath Ss. Certify that the within instrument was received for record on the 24th day
Geraldine Davis FOR page 14690 or as fee/file/instru- RECORDER'S USE ment/microfilm/reception No. 17968 Record of Mortgages of said County. Witness my hand and seal of County affixed. [GILULG UNDERSON SIXTH STREET RECORDING RETURN TOLOUT NO. 17969 And County affixed. [GILULG UNDERSON SIXTH STREET RECORDING RETURN TOLOUT NO. 17969 And County affixed. [GILULG UNDERSON SIXTH STREET RECORDING RETURN TOLOUT NO. 17969 And County affixed. [GILULG UNDERSON SIXTH STREET RECORDING RETURN TOLOUT NO. 17969 And County affixed. [GILULG UNDERSON SIXTH STREET NO. 1960] And County Clerk [GILULG UNDERSON SIXTH STREET NO. 1960] AND COUNTY CLERK [GILULG UNDERSON SIXTH STREET NO. 1960] AND COUNTY CLERK [GILULG UNDERSON SIXTH STREET NO. 1960] AND COUNTY CLERK [GILULG UNDERSON SIXTH STREET NO. 1960] AND COUNTY CLERK [GILULG UND	906 North 8th (1997) (1	odsell of conservation for the conservation	at 9:47 o'clock A.M., and recorded
Klamath Falls, OR 97601 Beneficiary Beneficiary Witness my hand and seal of County affixed. County affixed. County affixed. County affixed. County affixed. County affixed. Evelyn Biehn, County Clerk NAME TITLE Klamath Falls, OR 97601 LEGIL DEED Fee \$13.00 Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk NAME TITLE BY CITCLE MULLING MULLENGE MULLE	Geraldine Davis	FOR	page 14690 or as fee/file/instru-
County affixed. Mountain_Title Company where the county of the county o	Klamath Falls, OR 97601		Record of Mortgages of said County.
Fee \$13.00 By Rull Mark Deputy	Mountain Title Company 101011 (22 South Sixth Street	ran i i i i romanico que en aparalla la francia de la composicación de la composicación de la composicación de	
# 2844 No. 384 - Consequent real Section - reason section - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Tee \$13.00	By Duclene Mullend Me Deputy

Mic 40 ac ST