	COPYRIGHT 1888 STEVENS-NESS LAW FUB. CO., PORTLAND, OR. 97204
FORM No. 881-Oregon Trust Deed Series-TRUST DEED.	Volmad Page15924
004 PC35 MER HOLORGEDN TRUST DEED	
(COTIC CRECTON USDER), made this	Tular pac all missing 1990 between
THIS TRUST DEED, made this	ate in common. each as
CLINT THUMESON AND MILLING	······································
to an undivided 1/2 interest as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH CO	UNTY as Trustee, and
as Grantor; MOUNTAIN IIIBS COMMAND	
H.F. SMITH and RAMONA I. SMITH, husband and wi	fe
	· · · · · · · · · · · · · · · · · · ·
as Beneficiary, WITNESSETH Grantor irrevocably grants, bargains, sells and conveys to County Oregon, described as:	I:
Grantor irrevocably grants, bargains, sells and conveys to	b trustee in trust, with power of such the r
	) THE CITY OF KLAMATH FALLS,
Lots 7 and 8 in Block 37 of SECOND ADDITION TO according to the official plat thereof on file	e in the office of the County Clerk
according to the official plat chereson	en en 1974 est of or region
of Klamath County, Oregon	

Tax Account No: 3809 029AC 13200 De sint line er Gentral ties finnt Brind OR till mole aufen is afraire. Beis must de deliveran la the ligates for demolitation bei the starting

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THE PURPOSE FILMINGAND RIVE HINDRED AND NO/100-

\$3,500.00) Dollars, with interest thereon according to the terms of a promissory Dollars, with interest thereon according to the terms of a promissory Dollars, with interest thereon according to the terms of a promissory interest hereot, if Dollars, with interest thereon according to the terms of a promissory interest hereot, if Dollars, with interest thereon according to the terms of a promissory interest hereot, if Dollars, with interest thereon according to the terms of a promissory interest hereot, if Dollars, with interest thereon according to the terms of a promissory interest hereot, if Dollars, with interest thereon according to the terms of a promissory interest from closing) Not sooner paid, to be due and payable To protect the security of this trust dead the date scurity of this trust dead terms of a promissory Dollars, with interest thereon according to the terms of a promissory interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereot, or approval of the beneficiary's sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary's optimicary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable. To protect the security of this trust dead to the date terms of a provent of the security of this trust dead to the terms of a provent of the terms of a provent dead to the terms of a provent of the terms of a provent dead to the terms of a provent

herein, shall become immediately due and payable. 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 thereon; not to commit or permit any waste of said property 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; tions and restrictions allecting said property; if, the beneliciary or requests, to join in executing such linatoring statements pursuant to the Uniform Commer-join in executing such linatoring statements pursuant to the Uniform Commer-point of or offices, as well as the cost of all line searches made projer public office or offices, as well as the cost of all line searches made by thing offices or searching agencies as may be deemed desirable by the beneliciary.

non in executing such dimarcing alterments pursuant to the Uniform Commercial: Code as the beneficiary arequire and to pay for filing asme in the proper public office or office, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary. At To provide and continuously maintain insurance on the buildings of the said premises against loss or damage by first and such other harards as the beneficiary may from time to time require, in an amount not less to the beneficiary may from time to time require, in an amount not less to the beneficiary with loss payable to the beneficiary of the grant and the said premises against loss or damage by first and such other harards as the version of the beneficiary as soon ascimut all companies acceptable to the beneficiary with loss payable to the animured follice to insurance now or herealter placed on said buildings, the grantor and option of beneficiary with an anount the said process of insurance now or herealter placed on said buildings, the beneficiary and policy of insurance now or herealter placed on said buildings, and determined, may be released to grantor. Such application or releases shall any part in deptied not notice to delauit hereunder or invalidate any act dowine and beneficiary may. The under a beneficiary and determined, may be released to grantor. Such application or releases shall any part devide bedre and promises free from construction liens and to her darges that may be lexing and to rany faxes, assessments and other darges that may be lexing and to any faxes, assessed upon or against side property before any part of usch and property before any part of the sound other assessed upon or application or by providing beneficiary with funds with which to make such payment they are bound to the darge of any part detart for the sound payable by first trust deed, while be added to any first setting with funds with which to make such payment they are bound to the bound to the payment ther

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, beneficiary shall have the ight, if it so elects, to require that all or any portion of the monies payable of the said reasonable costs, expenses and atomay's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by bene-liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its one expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. At any time, and from time to in othe ded and the mote lone-liciary; payment of its fees and presentation of this deed and the mote long the liability of any person for the payment of and payment (b), without allecting the liability of any person for the payment of a said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

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rument, irrespective of the maturity dates expressed therein, or subordination or other advectment allecting this deed or the lien or charge thereoi; (d) reconvolveyance may be described as the "person or person dates advectment allecting this deed or the lien or charge thereoi; (d) reconvolveyance may be described as the "person or person advecting thereto," and the recitals therein of any matters or lacks shall be conclusive proof of the truthfulness thereoi. Trustice's less for any of the services mentioned in this person and be described as the "person or person in any delault by grantor hereounder, hendlicing may at any time without notice, either in person, by adent or by a preview to be ap-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 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 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 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 pointed by a court, and without: regard to the adequacy of any security for pointed by a court, and without: regard to the north and apply the same. It is the intering upon and taking possession of said property, the collection of such regards hereof as aloresaid, shalt not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. If it also in negative the grantor invalidate any act done worked in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the in eduity as a mortage of direct the trustere to foreclose this trust deed by requity as a mortage of direct the trustere to pursue any other

together, with trustee's and attorney's lees 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 in separate parcels and shall sell the parcel or parcels at a nore parcel of the higher bidder for cash, payable at the time to all. Trustee auction to the higher bidder for cash, payable at the time to all. Trustee shall deliver to the purchaser its deed in form as required by an conveying the postponed is the higher bidder for cash, payable at the time to all. Trustee auction to the higher bidder for cash, payable at the time to all. Trustee shall deliver to the purchaser its deed in form as required by an conveying the postponed is the higher bidder on the sale. Trustee of the recitals in the deed of any matters of lact shall be conclusive proof of the not beneficiary, may purchase at the sale. The generation of the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a renonable charge by trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-startine, (2) to the obligation secured by the interest of the trustee interest interests may appear in the order of the trustee in the frust deed as their interests may appear in the order of the trustee in the frust surplus. 16. Beneticiary may from time to time appoint a successor or success

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or success-tors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested within the powers and duties conferred upon any trustee herein named or written instrument excuted by beneficiary, and substitution shall be made mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee meters of pending sale under any tother deed of obligated to may action or proceeding in which frantor, beneficiary or trustee trust or optics up and provided in the indice of a provided by law. Tother deed of obligated to may action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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

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The grantor covenants and agrees to and with the beneficiary and the fully seized in fee simple of said described real property and has a valid, un	use claiming under hum, that he is law- nencumbered title thereto
except upone and the region of the updates of the region o	երկել հետությունը հետությունը։ Արտանակությունը է հետությունը հետությունը հետությունը։ Արտանակությունը հետությունը է հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը Արտանակությունը հետությունը հետությունը հետությունը հետությունը հետությունը Արտանակությունը հետությունը հետությունը հետությունը հետությունը հետությունը Արտանակությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը հետությունը
and that he will warrant and forever defend the same against all persons w	<i>vhomsoever.</i>
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4. In the proof that one of the first of the proof of	(a) An and a set of the set of
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The grantor warrants that the proceeds of the loan represented by the above descril (a)* primarily tor grantor's personal, lamily or household purposes (see Important	bed note and this trust deed are: Notice below),
(b) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
This deed applies to, inures to the benefit of and binds all parties hereto, their he personal representatives, successors and assigns. The term beneficiary shall mean the hold secured hereby, whether or not named as a beneficiary herein. In construing this deed and dender includer the termining and the includer number includes the plural	der and owner, including pledgee, of the contract
gender includes the terminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand t	grangen av de senare en service e La service de service en service e
* IMPORTANT.NOTICE: Delete, by lining out, whichever warranty (a) or (b) is	nt Sh-
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 iz, the beneficiary MUST comply with the Act and Regulation by making required	CLINI THOMPSON
beneticiary MUSI: comply with the Act and keguinton oy making required disclosures; for this purpose use Steven-Ness form No: 1319, or equivalent. If compliance with the Act is not required, disregard this notice.	HICHAEL L. WITCHER
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	
STATE OF OREGON.	en Magel Caranto de Meditores de las constructions de la definitación Madradas de parte o constructivas de las constructivas de las definitacións Carantes Magnaticas de la definitación de las constructivas de las definitacións Alternativas de las definitacións de las constructivas de las definitacións de las de las definitacións de las d
County of Klain Klain	math ss. howledged belore me on August 8
This instrument, why acknowledged before me on Appendix 2	Thompson
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
anet M. Meray Notary Fublic for Oregon Notary Public for Oregon	(Theathe Minles)
(SEKL): OF (SEKL): OF (SEKL): OF (SEKL): OF (SEKL): OF (My commission expires: 2-11-91) (My commission expires:	DANA M. NIELSEN
Request For Full Reconversance and the second	NOTARY PUBLIC-OREGON
e ar all story performance a second to be used to be used only when obligations have been politications. To be used only when obligations have been politications to be used only when obligations have been politications are used to be used on the second to be used	
TO: And the second s	lander og som som en som en Forstatte som som en
The undersigned is the legal owner and holder of all indebtedness secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to y said trust deed or pursuant to statute, to cancel-all evidences of indebtedness secured	you of any sums owing to you under the terms of I by said trust deed (which are delivered to you
said 'trust deed or pursuant to statute, to cancel all evidences of indebtedness secured herewith together with said trust deed) and to reconvey, without warranty, to the parti- estate now held by you under the same. Mail reconveyance and documents to	ies. designated by the terms of said trust deed the
estate now held by an under the same, Mail reconveyance and aspect mances and the indication of the in	n en
	Beneliciary
De net lase or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the fr	restee for concellation before reconveyance will be made.
Tax Account No: 3609 029AC 13200	STATE OF OFFORM
	STATE OF OREGON, County of Klamath sstrument
STEVERS NESS LAW PUB. COL PORTLAROCOREL OF COMP VDDIELOG 20 200 CI	was received for record on the 8th day
CLINT: THOMPSON & MICHAEL L, WILCHER Sole of the start of the second sec	
The Bone (icitati) Grantor FOR	in book/reel/volume No. <u>M90</u> on page 15924 or as fee/file/instru-
H.F. SMITH & RAMONA I. SMITH of the Recorder's Use	ment/microfilm/reception No. 18635., Record of Mortgages of said County.
Klamath Falls, ORM: 97601 THE COMMAN OF MEVERIL COMMAN	Witness my hand and seal of County affixed.
CLAFTER RECORDING RETURN TOHVEL " PIPCHER SS ESSUES IN Mountain Title Company' made the Star gen. of 1957	Evelyn Biehn, County Clerk
(coll. escrow dept.)	NAME
T89:33 WLC \$50080-D% [Fee \$13.00	By Ruline Mullendas Deputy

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