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TRUST DEED

Vol.<u>m93 Page 16268 @</u>

THIS TRUST DEED, made this 7th day of August 19.90, between

Bernadette Crawford

as Grantor, Arthur J. Clark Hershner, Hunter, Moulton, Andrews & Neill

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: करका स्थानको हुन ५०६ व्यवसार हो।

Lots 18, 19, 20 and 21, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS in the County of Klamath, State of Oregon.

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 additional confidence. tion with said real estate.

outh said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the swxx/all amounts due pursuant to the Fee Agreement between Grantor and benefi 

nerein, 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: not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

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 thereton, and pay with all laws, ordinances, regulations, comments, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the inform Commencial Code as the beneficiary my require and to pay the lining same in the proper public office or offices, as well as the cont of all lien searches made by lifting officers or searching agencies as may be deemed desirable by the beneficiary.

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 under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation of the monies payable ras compensation for such taking, which are in excess of the amount required so pay all teasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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 beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting 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 affecting this deed or the lien or charge thereol; (d) reconvey; without warranty, all or any paro of the property. The france in any reconveyance may be described as the "jerson or persons legally entitled thereto," and the recitals therein of the property. The secondary part of the truthulness therein of the matters or facts shall be conclusive proof of the truthulness thereto. Truster's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. 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 adequety of any security for the indebtedness hereby secured, enter upon and the possession of said property or any part thereof, in its own name such otherwise collect the rents, issues and prolits, 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 enterine upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of line and other insurance policies or compensation 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 minediated due and payable. In such an event the beneficiary at his election any acceptance, the beneficiary may deletion of the property, and the application or release thereof as aloresaid, shall not cure or waive any deletion and also, or may applicate the truste to pursue any other right or in the margae of direct the truste to pursue any other right or in the margae of any agreement hereunder, time being of the essence with

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 nay 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 bidder 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 beneliciary, 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 express of sale, including the compensation of the trustee and a reasonable charke by trustees attorney, (2) to the obligation secured by the trust deed, (3) and persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the franter or to his successor in interest entired to such surplus.

16. Beneliciary may from time to time appoint a successor or success-

having recorded liens subsequent to the interest of the trustee in the record as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If, 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 written instrument executed by heneliciary, which, when recorded in the mortfagae records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustees.

acknowledged is made a public record as provided by law. Trustee is not obligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, heneliciary 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 attarney, 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 laws 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 696.505 to 696.585.

	and with the beneficiary and those claiming under him, that he is law- eal property and has a valid, unencumbered title thereto
<ul> <li>And Andrews and Antonio and A</li></ul>	
and that he will warrant and torever deten	d the same against all persons whomsoever.
Secret in most time the secret in the secret	o per distribution for this attendance along to contribute a collection of the colle
(a) Objective for Nobel 4 to 1000 from Month 1000, or 1000 at the control of t	d generalizer har i have et egistik inter utlevikk prize er neg en i giller i skler i skler en en er en er en Beren sig hat en er ekk ging aktik bitage kitage gregorier i kilon i skler en giller en en en en en en en en e Commission kattering (1 - 1) i 13 generaliser vange trek stank generalise en
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(a)* primarily for grantor's personal, family	e loan represented by the above described note and this trust deed are: or household purposes (see Important Notice below), is a natural person) are for business or commercial purposes.
This deed applies to, inures to the benefit o	and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,
secured hereby, whether or not named as a benefici gender includes the teminine and the neuter, and the	e term beneficiary shall mean the holder and owner, including pledgee, of the contract ary herein. In construing this deed and whenever the context so requires, the masculine e singular number includes the plural.
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* IMPORTANT NOTICE: Delete, by lining out, whichever v	varianty (a) or (b) is XDUNALU CAASA
not applicable; if warranty (a) is applicable and the ben as such word is defined in the Truth-in-Lending Act an beneficiary MUST comply with the Act and Regulation	d Regulation Z, the
disclosures; for this purpose use Stevens-Ness Form No. If compliance with the Act is not required, disregard this	1319, or equivalent.
SENERAL ACKNOWLEDGMENT	NO.
State of California	On this the 7th_day ofAugust19_90, before me,
SS.	to the state of th
County of Siskiyou	Sandra L. Hamilton
	the undersigned Notary Public, personally appeared
OFFICIAL SEAL	Bernadette L. Crawford
SANDRA L HAMETON Notary Rutilo-Continue	personally known to me     proved to me on the basis of satisfactory evidence
My Commission Bridge Morch 13, 1999	to be the person(s) whose name(s)subscribed to the
	within instrument, and acknowledged that she executed it. WITNESS my hand and official seal.
	a Monday Man Atom
Attached to Trust Deed dated 8-7-9	Notary's Signature
222222	NATIONAL NOTARY ASSOCIATION © 23012 Ventura Blvd. © P.O. Box 4625 © Woodland Hills, CA 91365-
	all evidences of indebterness secured by said trust used (winds are delivered by Jacobsevey, without warranty, to the parties designated by the terms of said trust deed the
estate now held by you under the same, Mail reco	nveyance and documents to assessment a finished by the second of the sec
biss, bu prophysical fitter and many their fits to me to be seen and their second fitters. The latest the latest feet the second fitters the latest feet the l	de culf the first parties and operferment ages on particles is a second
	Beneficiary
Do not less or destroy this Trust Deed OR THE NOTE wi	nich it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON,  Ss. County ofKlamath
STEVENS-NESS LAW PUB/CO., PORTLAND, ORE. 7514	57' 10 258 18' INDERSHIPP I certify that the within instrument
***************************************	was received for record on the 14thday of
	at 12:05 o'clock R.M., and recorded in book/reel/volume No
Hershner, Hunter,	FOR page 16268 or as fee/file/instru- ment/microfilm/reception No18866
Moulton, Andrews & Neillo	YUGAGAS & WOLL   Record of Mortgages of said County.
Beneticiary	Witness my hand and seal of County affixed.
William R. Turnbow	Evelyn Biehn. County Clerk
P.O. Box 1475 Eugene OR 97440	NAME TITLE  NAME TITLE  NAME TITLE  NAME TITLE  NAME TITLE
	Fee \$13.00 By Addition Deputy

1.30°