TRUST DEED

5-**19302**19 KEX THIS TRUST DEED, made this GARRY JOURNEY and TERRY JOURNEY

-TRUST DEED

Vol.<u>m90</u> Page **16990** 🛞, 19. 90., between August

NUTUER WINNING

W. Philippin Chapter.

Section 2 Sector

Denetions as Grantor, TKEY TITLE COMPANY

Oregon Trust Deed Series

KIM A. RUSSELL and KATHARINE J. RUSSELL, Husband, as Trustee, and SUSHELL as Beneficiary,

LEBRA DOOR

FORM No. 881-

Band, 08 97700

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property A parcel of land situated in the SW1/4 of Section 36, Township 24 South, Range 8 East

of the Willamette Meridian, Klamath County, Oregon, more particularly described as $i_{22} \in i_{22}$ The NE1/4 of the SW1/4 of said Section 36, EXCEPTING the southerly 400 feet thereof

and excepting that portion lying within the right of way of the Klamath Northern Tax Account: Number: --2408-03600 : 01400 -to -- 514 book as generity is by survey to cancele for serve to the serve to cancele for serve to the ser

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 protits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of TWO THOUSAND ONE HUNDRED SEVENTY SIX AND 90/100---- (\$2; 176.90)-----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereoi, if The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note sold, compered, assigned or alienated by this instrument is the date, stated above, on which the final installment of said note sold, compered, assigned or alienated by this instrument is the date, stated above, on which the final installment of said note there, at the beneficiary solution all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or To protect the security of the and payable. To protect the security of the instrument is instrument. Sold, compered, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, there is sold, single become immediately due and payable. To protect the security of this instrument is instrument. Sold alienated by the grantor without first having obtained the written consent or approval of the beneficiary, there is sold a secured by this instrument, irrespective of the maturity dates expressed therein, or

sold, composed, as the product in the versit time within described property, or any part the baries inter the principal property of the secure of the principal property of the secure of the security of this trust deed, granton agrees international property in good condition.
 To protect the security of this trust deed, granton agrees internation of the secure of the security of the secure of the secu

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of event that any portion or all of said property shall be taken right, if it so elects intern domain or condemnation, beneficiary shall have the right, if it is of elects intern domain or condemnation, beneficiary shall be taken incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any porceously and the source shall be trial and appendence and the proceedings, shall be paid to beneficiary and applied by it first upon any proceedings, shall be paid to beneficiary and both in the trial and appellate constant, necessarily paid or incurred by bene-ficiary in such proceedings, and the balance applied upon the indebtedness and execute such instruments as shall be mecessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time request. (eary, forsyment of its less and former and frame applied upon the indebtedness) reduction to the making of any map or plat of and the balands. Will be the for (a) consent to the making of any map or plat of and property (b) plot. In the second balance of any or plat of and property (b) plot.

Turment, irrespective of the maturity dates expressed therein, or Matconstruct
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together has a duality incurred in enforcing the obligation of the trust deed by law. 14. Otherwise, the sale shall be held on the date and at the time provided by law. 14. Otherwise, the sale shall be held on the date and at the time and be controlled in the notice of sale or the time to which said sale and be postponed as provided by law. The trustee may sell said program in one parcel or in separate parcels and shall sell the parcel popt either award 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 pitch. The recitals in the deed of any matters of lact shall be conveying the granter and beneficiary, may purchase at the sale. Shall apply the proceeds of sale to payment of (1) the expense of sale, in attorney, (2) to the obligation secured by the trust deed, (3) for all persons astroney, (2) to the obligation secured by the trust deed, (3) and persons devide as their interests may appear in the order of the truste indig the granter and person excured by the trust deed, (3) and persons attorney, (2) to the obligation secured by the trust deed, (3) and persons deed as their interests may appear in the order of their priority and (4) the surplus. 16. Beneticiary may from time to time appoint a surcers or sume

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 success-ors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without converts and duties conferred upon any trustee herein named or appointed hereinsteer. Back and autilitie powers and duties conferred upon any trustee herein named or appointed hereinsteer. Back and be vesteed with all title powers and substitution shall be made by written instrument focunt y or counties in which, when 'recorded in the mortsage records of the successor trustee, which here property is situated, shall be conclusive proof of proper appointment of the successor trustee. This made a public record as provided by law. Trustee is and ching at for notily any party hereto of pending sale under any other is due of truster or of any action or proceeding in which frantor, beneficiary or trustee.

NOTE. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who its an occurs the origin state Bar, a bank, itrust 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 escraw agent licensed under ORS 496.505 to 496.555.

personal representatives, successors and assigns. The secured hereby, whether or not named as a benefic gender includes the feminine and the neuter, and the IN WITNESS WHEREOF, said generation of the second second second * IMPORTANT: NOTICE: Delete, by lining out, whichever not opplicable; if warranty (o) is opplicable and the be as such word is defined in the Truth-in-Lending Act beneficiary MUST comply, with the Act and Regulation	real property and real property and read recorded I beneficial inter Microfilm Record Microfilm Record and the same again the singular number in rantor, has hereun worranty (a) or (b) is ineficiary is a creditor and keyolalitor Z, the ty making required	d has a valid, une becenber 4, 1986, rest of said Trus rds of Klanath Co inst all persons w rest of said Trus rds of Klanath Co inst all persons w rest in the source rest of said Trus rest of	incumbered title thereto Volume M86, Page 22355, Microfilm t deed was assigned by instrument inty, Oregon; which herein Grantor homsoeve
disclosures; for this purpose use Stevens-Ness Form No. If compliance with the Act is not required, disregard this (if the signer of the above is a corporation, use the form of actoowledgement opposite.) STATE OF OREGON County of Deschutes This instrument, was acknowledged before August 22 1990' by Garry and Terry Journey	(1319) or equivalent. Is notice, intra or generation of the second second contract of the second second second contract of the second second second contract of the second second second second contract of the second second second second second second second sec	Terry journers in the second s	Ss. }ss.
(1) Commission expires in our contraining the second secon	2 and a second s	, panjug optenseries. Stational bint tong	
The undersigned is the legal owner and ho "trust deed have been fully paid and satisfied. Yo said trust deed or pursuant to statute, to cance "herewith Yogetber with said trust deed and to re- estate now held by you under the same. Mail fec- us at provide the satisfier and the same. Mail fec- tion of the same with a satisfier and the same. Mail fec- tion of the same with a satisfier and the same. Mail fec- tion of the same with a satisfier and the same. Mail fec- tion of the same with a satisfier and the same. Mail fec- tion of the same with a satisfier and the same. Mail fec- tion of the same with a satisfier and the same. The same with a satisfier and the satisfier and the satisfier and the same with a satisfier and the satisfier and the same with a satisfier and the satisfier and the same with a satisfier and the satisfier and	Ider of all Indebted by hereby are direct I all evidences of in convey, without wan obvey ance and doc nee and block for the second block for the second block for the	ness secured by ^b the (ed.) on ^b ayment to ye ndebtedness secured intents ^b (d ^b tashickt o intents ^b tashickt o	torogoing trust deed. All sums secured by said build any sums owing to you under the terms of by said trust deed (which are delivered to you designated by the terms of said trust deed the result. Secure the terms of said trust deed the Beneficiary
and excepting time postron train Railread. Tax Defected is denoting the Doubled		nst be delivered to the trus	
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Clautor interescippi, Staups parts .TERRY JOURNEY. as Beneficiari,' Grantor KIM A. RUSSELL KIM 9' BOSSELT JUG KYLI KATHARINE J. RUSSELL' COMMUNI. Beneficiary	UP active and con MILME SPACE /SIME J. RECORD	ORGE IN LEASING I RESERVED OR DER'S USE EFFTI Ηπαραιτή	of Aug
AFTER RECORDING RETURNITO EK5 X KEY TITLE CON #27-15255K 9996 110 P.Q. 2000 0778 Bend, OR 97708	1005562 3350 Fee \$13.00	1 DEED	Valle Evelyn Biehn, County Clerk MAME / By Qauline Muller der Doputy