20952

TRU:N' DEED

Vol. mg d Page 19934 \$ September

THIS TRUST DEED, made this 5th day of September 90 JUNIE W. FOLUN & CATHERINE E. FURAN & NOVA D. LOVELL & ELLEN M. LOVELL, not as turants in dommon, but with the right of survivorship as Change, Mountain Title Company of Klamath County

HORKMAN SAMULET SERVICES, inc., an Oregon Corporation

as Maneliciary.

WITNESSETH:

Grantor innevocably grants, bargain, sells and conveys to trustee in trust, with power of sale, the property in Rlamath County, Oregon, described as:

It EL/2 of the NEI/4 of Section 29, and the W1/2 of the NW1/4 of Section 28, township 27 South, Range 10 East of the Willamette Keridian, Klamath County, Oregon.

FURCHASERS WILL NOT HEMOVE MILTIES FOR COMMERCIAL PURPOSES EXCEPT RISK TREES FROM EUG DAWAGE CE A NATURAL DISASTES FROM FIRE

tegether with all and singular the fenements, level faments and appurtenances and all other rights thereunto belonging or in anywise naw it berealter appertaining, and the rents, haust and profits thereof and all fixtures now or hereafter attached to or used in connections with said real estate.

FOR THE PURPOSE OF SECURING PIL FORMANCE of cath agreement of control herein contained and surveyed the name of the state of the security of the debt secured by his instrument is the date, stated above, on which the linal installment of said note becomes due and payable. In the ovent the within described properly, or any part thereof, or any interest therein is sold, agreed to be said, as surveyed, assigned of allements by framer without first having obtained the written consent or approval of the heneticiary, then, at the beneficiary's option, all obligations because the security of the security of this trust deed, granter sufficient, irrespective of the maturity dates expressed therein, or persent the security of this trust deed, granter sufficient, in the levent the security of this trust deed, granter sufficient, irrespective of the maturity dates expressed therein, or persent the security of this trust deed, granter sufficient; half become immediately of this trust deed, granter sufficient;

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that sales are not preventably major requires and to pay for hims many in the expert of all less assumes made by shing before or relative, an well an inter cost of all less assumes made by shing before or reactional agencies at may be denied of assaults by the deneticity of the second ordered ordered ordered by shing before or reacted in the said previous agencia loss or density by three and such by the second ordered ordered

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granting any enument or creating any restriction thereon; (c) join in any subordination of other agreement allecting this deed or the lien or charge thereol; (d) reconver, without warranty, all or any part of the property. The granter in any reconveyance may be described as the "person or persons be conclusive proof of the recitals therein of any matters or facts shall be conclusive proof of the truthfullness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any similed by a court, and without regard to the adequacy of any security for the indebtedness hereby security enter upon and take possession of said property or any part thereof, in the service of the land upon and profits, including those on an estor otherwise collect the rents, less couls and expense of operation and collection, including reasonable attories of the service of the service of the property and the sum of the collection of such rents, issues and profits, including those on the proceeds of time and other lawrance policies or compensation or swids for any taking or damage of the roperty, and the application or release thereof as aloresaid, shall not cure or vaive any default or notice of default hereonder of invalidate any act done trustant in the proceed of the second of the property, and the application or release thereof as aloresaid, shall not cure or vaive, any default or notice of default hereonder or invalidate any act done trustant to such notice.

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is tethed with trustievs 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 alsee designated in the profice of sale or the time to which said sale may be designated in the profice of sale or the time to which said sale may be profited or in separate parcels and shall sell the parcel or parcels at a cition to the highest bidder for cash, payable at the time of sale. Trustee the sale shall deliver to the purchaser its deed in form as required by law conveying a property so sold, but without any coverant or warranty, express or including a property so sold, but without any coverant or warranty, express or middle the trustationess thereof. Any person, excluding the trustee, but including the franter and bracticiar, may purchase at the sale.

When intake sells pursuant to the powers provided herein, trustee that apply the proceeds of sale to payment of (1) the expenses of sale, intaked the compensation of the trustee and a reasonable charge by trustee shall expressed to the surface of a recorded herein the trustee date and a reasonable charge by trustee the order of the trustee and a presons the configuration as subsequent to the universe of the trustee in the trustee of a their priority and (4) the maples, if any, to the frantior or to his successor in interest entitled to such as plus. If the Beneliciary may from time to time appoint a successor or success.

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Its plus appoint a successor or successiva to any trustee named herein or to any successor trustee appointed herein of the successor and the successor and the successor directed when a little powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment on a successor and trustee, the population shall be made by written instrument executed by beneliciary, which, when recorded in the mortgage records of the county or counties in which the property is aftuated, shall be conclusive proof of proper appointment of the successor trustee.

and substitution shall be made by written instrument executed by beneliciary, 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 treater.

17. Trustee accepts this trust when this deed, duly executed and at nowledged is made a public record as provided by lew. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or old any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

siary and those claiming under him, that he is law- is a valid, unencumbered title thereto  all persons whomsoever.
all persons whomsoever.
all persons whomsoever.
the above described note and this trust deed are: (see Important Notice below), us for business or commercial purposes.
A
hereto, their heirs, legatees, devisees, administrators, executors, all mean the holder and owner, including pledgee, of the contract ling this deed and whenever the context so requires, the masculine
ing this deed and wininger to
set his hand the day and year first above written.
Lode Whom
UJodie N. Foran
- Catherine E. Foran
Hova D. Loveli
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Notary Public for Oregon
Ly commission expires 12-07-93
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FORM NO. 23 — ACKINOVILEDQMENT STEVENE-NESS LAW PUB. CO., PORTLAND, ORE.
April 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1.st day of October 19 90,
said County and State, personally appeared the within
ned in and who executed the within instrument and
NUMBEREOF, I have hereunto set my hand and arrixed
my official seal the day and year last above written.
Darlene Julina
Notary Fublic for Oregon.  My Commission expires 6/16/92
CTATE OF OREGON.
Klamath
I certify that the within instrumer
at 2:43 o'clock P.M., and recorded in book/reci/volume No. M90
or as fee/file/instr
ment/microfilm/reception NoZuz
Record of Mortgages of said County.  Witness my hard and seal
County affixed.
Evelyn Richn, County Clerk
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