TRUST DEED

STEVENS-NESS LAW PUB, CO., PORTLAND, OR. 972 Vol. mg Dage 20684

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a sauge	LAMB LI	L.T.	THE YOU	NGS ar	d CHE	RYL L	. CI	MINCH	GS,	husba	nd an	d wife,	and M	ICHAEL	D. HARGAN	and
	JOHNE	M. HA	RCAN	, hust	iind a	ind wi	£e,									•••••
D.T	Granter.	ASE	EN T	ITLE 8	ESCR	lOW, I	NC.			1		*************	•••••		on Terreton	, 
A1 14 MA	GORTION	GENE	CUILV	ER and	SHAR	ION 1).	co	LVER,	hus	band	and w	ife wit	h full	rights	as <i>Trustee,</i>	ana
	survive							**********	********	•		************				
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WITNESSETH:

Chantos irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klanath County, Oregon, described es:

SEL LEGAL DESCRIPTION MARKED EMHIFIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH PULLY SET FORTH HEREIN ...

angether with all and simples the tentments, herelitatients and appurituances and all other rights thereunto belonging or in anywise same or him after approximately, and the sents, issues and profits thereof and all fixtures now or hereafter attached to or used in connective with self-self-sects.

FOR THE PURPOSE OF SECURING PIRFORMINNCE of such agreement of grantor herein contained and payment of the

A SEXTE THREE THOUSAND AND NO/100----

mass of the description payable to beneficiary in sider and made by granter, the linal payment of principal and interest hereof, if when the control of the delt secured by the instrument is the date, stated above, on which the final installment of said note.

es that and parable.

The class of insulativity of the abett secured by this instrument is between the antily payable.

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If it is studially agreed that:

In the event that any position or all of said property she'll be taken in the fifty of encourant should no exendence alone, beneficiate she'll be taken the fifty of encourant should no event encourant since the side of the second of the motives parable encourants to be motived to the second of the second required by all one some body of the second required by a few orders in such proceedings, shill be paid to breiticary and cloud by it I era upon any responsible costs and openess and atterney a fee, it is not not appeared by the second proceedings, and the behavior of the indebtifices it is not not appeared upon the indebtifices it is not not and appeared upon the indebtifices it exceeds a children proceedings, and the behave applied upon the indebtifices it executed a children work that shall be made expensely to take of one transition, personal and the expense and bins terms to true to the company, partners of its less that the proceedings is the parable that the indebtifices of the payment of the indebtiful all the processor of the payment of the indebtiful all the processor of the payment of the indebtiful, inthe control of the payment of the indebtiful, interes may a moses to the traking of any map or plut of said property; b) join in

ginting any easement or creating any restriction thereon: (c) join in any subserfination or other agreement allecting this deed or the lien or charge thereof, (d) reconvey, without warranty, all or any pariod the property. The fitnites in any reconvey ance may be described in the property. The fitnites in any reconvey ance may be described the person or personn ledgity entitled thereto, and the recitals therein of any musers or facts shall be conclusive peop of the thirthurines thereof. Truste's leed for any of the services mentioned in this paraginaph shall be not less than \$5.

[10] Upon any default by grantor hereunder, beneficiary may at any similar without notice, either in person, by akent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness bereby secured, enter upon and take possession said property or any part thereof, in its own name sue or otherwise collection including reasonable attorney's less 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 rests, issues and profits, or the proceeds of ire and other mustance policies or compensation or releas thereof as increasid, shall not cure or waste any default of notice of default hereoder or invalidate any act done pursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby immediately due the hereficiary may determine to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby immediately due the frantise of the secure with respect 4s such payment and/or performance, the beneficiary may detart with each of the property, and the application or releas thereof as aforesid, shall not cure or waste any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby immediately due to the property of the sec

togisher with trustee's and attorney's fees not exceeding the amounts provided by its.

14. Otherwise, the sale shall be held on the date and at the time and plant 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 tell the parcel or parcels at auxilion 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 its trustellations thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the provered of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustees attitudes, (2) to the obligation secured by the trust deed, (3) to all persons have a reconstant of the provided lient subsequent to the interest of the trustee in the trust will be a consequent or to the interest of the trustee in the trust will be a consequent or to the interest of the trustee in the trust will be a consequent or to the trustee of the trustee in the trust will be a consequent or to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee in the trust will be a consequent to the trustee of the trustee

surples, if any, to the grantor or to his successor in interest entitled to such surples.

16. Beneliciasy may from time to time appoint a successor or successor. Io any trustee samed kerein 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 contered upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties which the property is situated, shall be conclusive proof of proper appointment of the successor trustees.

17. Trustee excepts this trust when this deed, duly executed and achimishedged 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 Tired Dred Act provides that the trules hermunder dust by either an attace travers and local association authorized to do business uncer the laws of Oregon presents of this state, in subsidence, additions, opens or branches, the United States who is an active member of the Oregon State Bar, a bank, trust campany in United States, a title insurance company authorized to insure title to real or agency thereof, or an ascraw agent licensed under ORS 60%-505 to 696-585.

The genutor covenants and agrees to and a	with the ben	eliciary and th	that he is law-
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	roperty and	has a valid, ur	rencumbered title thereto
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d that he will warrunt and forever defend the	same again	st all persons	whomsoever.
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The grantor warrants that the proceeds of the lots	represented b)	the above descri	bed note and this trust deed are:
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STATE OF OREGON		or okebbn.	California } ss.
Charles Klamath	Cou	niyof San Lui	s Obispo )  nowledged before me on **October 5th,
The instrument was acknowledged before me or	n This in	urument was ack	newladged before the off
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My continuation expires 3-2143		Bernstein in der Schallen	<b>Figure</b>
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A tract of land situated in the SE 1/4 of Section 21, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Reginning at a point on the South line of said Section 21, South 19 degrees 54' 41" East 1604.50 feet from the South quarter corner of said Section 21; thence North 01 degrees 29' 30" East corner of said Section 21; thence North 01 degrees 29' 30" East 265, as recorded in the Klamath County Deed Records; thence 265, as recorded in the Klamath County Deed Records; thence continuing North 01 degrees 29' 30" East 535.28 feet to the continuing North 01 degrees 29' 30" East 535.28 feet to the Northeast corner of said Deed Volume; thence South 84 degrees Northeast corner of said Deed 27' 30" West 366.00 feet to the Northwest corner of said Deed 27' 30" West 366.00 feet to the Northwest corner of said Deed 10 line; thence North 00 degrees 03' 30" East 1370 feet, more or Volume; thence Easterly along less, to the Westerly boundary of said Bank 1280 feet, more or less, to the Westerly boundary of said Bank 1280 feet, more or less, to the South line of said drain ditch 1830 feet, more or less, to the South line of said drain ditch 1830 feet, more or less, to the South line of said drain ditch 1830 feet, more or less, to the South line of said the point of beginning.

EXCEPTING the Southerly 30.00 feet Deeded to Klamath County by Deed Volume 157 at Page 320, as recorded in the Klamath County Deed Records, with bearings based on a solar observation.

TOGETHER WITH a 60 foot easement whose Easterly line is described as follows:

Meginning at a point South 89 degrees 54' 41" East 1254.50 feet and North 00 degrees 03' 30" East 30.00 feet, from the South that the corner of Section 21, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, the Willamette Meridian, in the County of way line of the County and point being on the Northerly right of way line of the Southerly Road; thence North 00 degrees 03' 30" East, along the Southerly Road; thence North 00 degrees 03' 30" East, along the Southerly extension of the Westerly line of that tract of land described in extension of the Westerly line of that tract of land its said Book 353 at Page 265 and along said Westerly line and its said Book 353 at Page 265 and along said Westerly line and its Hortherly extension 590.71 feet, as disclosed by Deed recorded Hay 23, 1978 in Book M-78 at Page 10833.

CODE 164 MAP 3910-2100 TL 1100

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