10.00547464

TRUST DEED

Vol. m90 Page 20850

	7.416	TELLET	nenn	mada Ihia	9th	ds	v of	C	ctoper		19.90	between
	ines d.	PIKKET	r, Mury	SIE NO	EII,	TAKUTULI	PATURIX	and t	MICHAEL	SWINGER,	not	
1	tenan	ta in c	ommon b	ut wilth	right o	of surviv	orship.		1500-151 / 1	124 24 53		
		Mission by	En. milet.	A Properties	I OF E	lamatti Co	mhu		1 230		De 7"r11	stee An

HIRRY D. HINKERNYE and EILEN ENEGRAVE, as tenants by the entirety

in Hereliciary

WITNESSETH:

Cirardos litrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klimath County, Oregon, described as:

Lit 6, Block 17, CITY OF MINRILL, according to the official plat thereof on file in the office of the County Clerk of Klarith County, Oregon.

The Account No.: 4110 00100 03500

SUBJECT TO: 1987-88, 1988-39 and 1989-90 Klamath County Taxes which the above Grantor agree to assume and pay in full.

the gether with all and singular the tenements, in reditiments and appurtenances and all other rights thereunto belonging or in anywise many or hereafter appertaining, and the rents, insues and profits thereof and all fixtures now or hereafter attached to or used in connections with said residents.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

is the date described in the event the will independ on the stated above, on which the tinal installment of said note becomes and payable. In the event the will independ on the stated above, on which the final installment of said note becomes due and payable. In the event the will independ on the stated above, on which the final installment of said note becomes due and payable. In the event the will in described property, or any part thereof, or any interest therein is sold, agreed to be stated, conveyed, swigned or alienated by the frantor without these having obtained the written consent or approval of the beneficiary. Then, at the beneficiary's option, all obligations secured by this instrument, itrespective of the maturity dates expressed therein, or the protect the necessity of this transfer date.

To protect the necurity of this trust deed, grantor agrees:

I. To protect, preserve and maintain said property in good condition
is required to the necurity of this trust deed, grantor agrees:

I. To protect, preserve and maintain said property in good condition
required to the necurity of the said property.

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It is structually agreed that.

In the event that any perion or all of said properly shall be taken the taken of the right of interment domain or condemnation, in neticity shall have the 1st, if it an election to require that all or any perion of the remains periodic temperaturane this work taking, which are in event of the arrount required pays all reasonable costs, expenses and altority's sea recessarily paid or arrand by granter in such protectings, that he post do benefaciary and of short first under any reasonable costs and expenses and altoring's less, the set of the second appellate of ourse, necessarily paid or incurred by the company in such private and produce of the second properly and demander agreement of the such according to the such according t

training any easement or creating any restriction thereon; (c) join in any subordination or other afterenent allecting this deed or the lien or charge frames in any restriction thereon; (c) join in any subordination or other afterenent allecting this deed or the lien or charge frames in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the stricted mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by frantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver outly from the indebindness hereby secured, own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, its cotts and expenses of operation and 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 rents, issues and profits, or the proceeds of tire and other insurance, policies or compensation or release thereby, and in such order as beneficiary may determine.

12. Upon default by grantor in payment of any indebtedness secured hereby made in the application or release thereby contributed to such payment and/or performance, the beneficiary may deletering the such and the property, the such and the property of the inclusive of default hereunder or invalidate any act, done are such as a mortified or in the performance of any agreement hereunder, time being of the nesteened with respect to such payment and/or performance, the beneficiary may advertisement and sale, or may direct the trustee to foreclose this trust deed nesteened with respect to such payment and/or performance, the beneficiary of the beneficiary at his election may proceed to foreclose this trust deed in the mariner provided in ORS 8

surplus, it 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 successors to any fruster 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 with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortisige records of the county or counties in which the property: is situated, shall be conclusive proof of proper appointment of the successor trustee.

The first third Art provides that the trial is he linder thust be withit an attaine may need least execution withstand to do soule its stades the laws of Companion is said to be staded to be supported by set one control of companion in a set of the control of t

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	Distribution of the contract o					and this trust deed are:
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a scure	d hereby.	NAME OF S	Of Improve -		Alia mindellar et	umber includes the plural.
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#	THE RES	ER RECURD	NG RETURN	70		Evelyn Biehn, County Clerk
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