THIS TRUST DEED, made this 17th day of Cotober 1990, between DOUGLAS FAYMOND FUDSON and PAMELA LEE HUDSON, as tenants by the entirety Cctober

as Green or, Mountain Title Company of Klamath County as Trustee, and LEWIS W. CUNNINGHAM arch HARRIET A. CUNNINGHAM, as tenants by the entirety

冒

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 21 of Block 40 of NOT SPRINGS ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tail Account No.: 3809 028CA 13000

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise new or beteatter appealaining, and the rents, have and profits thereof and all lixtures now or hereafter attached to or used in connection with said real estate.

10R THE PURPOSE OF SECURING PURFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100-

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereoi, it not somer paid, to be due and payable. As per terms of note.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note the country of apayable. In the event the within described property, or any part thereoi, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereoi, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienuted by the grantor without first having obtained the written consent or approval of the beneficiary, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become introductive due and payable.

To protect the security of this trust doubt.

henrin, shall become inunediately time and payable.

To protect the security of this trust dead, if anter agrees:

I. To anotect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or in provement thereon; not to remove or emolish any building or in provement thereon; to commit or permit any waste of said property.

I. To complete or restore promptly and in good and workmanlike transfer are building or improvement which may be constructed, damaged or inserted thereon, and just when the all costs incurred thereon, coverants, conditions of the construction of the cons

will be steeding stoch congressing realizate and to pair for filled stories in the beneficiary may require and to pair for filled stories made mapper public offices on offices, as well as the cost of all liem neutrees made mapper public offices on offices, as well as the cost of all liem neutrees made mapper public offices of contentional premium against in the same of the sa

It is mutually agreed that?

It is trustually agreed that:

8. In the event that any portion or all of hid properly shall be taken in the tight of estimated domain of condemnative, but history ishall have the its that of estimated domain of condemnative, but history ishall have the its did not select, its require that all or any pulsors of the amount require to expensation for such that in its last of the amount required by all encourable creat, expenses and attentify is a necessarily paid or each by faracter in such proceedings, whall be put to beneficiary and such by the first upon any encountible costs and there is and attentify first, which is the friend and populated courts, necessarily paid to incurred by between the interest upon any encounter, necessarily in our incurred by between the interest parameter on what have been appeared by the court of the interest parameter of the role of the parameter of any person for the payment of the interest property; (b) join in converted to the enabling of any map or plat of any property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned either in person, by agent or by a ecceiver to be appropriated by a court, and without regard to the adequacy of any security the indebtedness hereby secured, enter upon and take possession of said proposition of the property of any part thereof, in its own name sue or otherwise collect the entire state of the paragraph of the same, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

less costs and expenses of operation are thereby, and in such order as beneney'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 prolitis, or the proceeds of fire and other
collection of such rents, issues and prolitis, or the proceeds of fire and other
musurance policies or compensation or awards for any taking or damage of the
property, and the application 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.

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 or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortiagle or direct the trustee to pursue any other right or advertisement and tale, or may direct the trustee to pursue any other right or etheredy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by a virtue tender, either at law or in equity, which the beneficiary to satisty the obligation and his election to sell the said described real property to satisty the obligation and his election to sell the said described real property to satisty the obligation and his election to sell the said described real property to satisty the obligation and his election to sell the said described real property to satisty the obligation and his election to sell the said described real property to satisty the obligation and any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the default or dealults. It the default consists of a lailure to pay, when due, sums secured by the trust decount content than such portion as would entire amount due at the since of the cure other than such portion as would entire amount due at the since of the cure other than such portion as would entire amount due at the since of the cure other than such portion as would not then be due had no delaute converted. Any other delault that is capable or not then be due had no delaut

tegether with trustee's and attorney's less 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 may be outponed as provided by law. The trustee may sell said property either cost pancial or in separate parcels and shall sell the parcel or parcels action to the highest bidder for cush, payable at the time of sale Trustee auction to the highest bidder for cush, payable at the time of sale conveying shall delivet to the purchaser its deed in form as required by law conversed to the purchaser its deed in form as required by law conveying high property so soid, but without any coverant or warranty, express or implied. The secieta in the deed of any matters of lact shall be conclusive profiled. The secieta in the deed of any matters of lact shall be conclusive profiled in the trustee, but including the franter and beneficiary, may purchase at the sale.

3. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expresse of sale, in the sale to payment of (1) the expresse of sale, shall apply the proceeds of sale to payment of (1) the expresse of sale, shall apply the proceeds of sale to payment of (1) the expresse of sale, that the sale to payment of the trust deed, sat to sale payment of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, sat the trustee in the trust deed as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor.

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

16. Beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed trustee. The latter shall be vested with all tile, powers and duties conferred upon any frustee herein named or spointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary and substitution shall be made by written instrument executed by beneficiary and the heavy of the successor trusteed, shall be conclusive proof of proper appointment of the successor trusteed, shall be conclusive proof of proper appointment in the successor trustee and the successor trustee is not obligated to notify any party hereof of pending sale under any other deed of colligated to notify any party hereof 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.

The Tries Deed Air provides that the truster letter for the either an attorney, who is an active member of the Oregon State Bar, a bank, trust company and local association authorized to insure title to real local association authorized to de lassociation the lower of the lower of the United States, a title Insurance company authorized to insure title to real local association authorized to de lassociation and local association authorized to de lassociation and local association authorized to design and the local association and local association association and local association and loc

一种相同 医牙门下下部 机拉拉特 经基本				riary and those cla	iming under him, that he is law-
The frantor coverants and secured in fee simple of said d	agrees to d	ed a	operty and h	n a valid, unencum	uming under him, that he is law- abered title thereto
that he will warrunt and lore	war dalami	th	sams against	all persons whoms	oever.
that he will warriest and lore	uerend	1			
		7.6.			
The granter warrants that the p	roceeds of th	s locu	represented by	the above described no	te and this trust deed are:
A Jacobs Santah Commenced Com	PRINCE TO SERVED	(KXP)	MINN IN THE SERVICE LAND.	***************************************	· · · · · · · · · · · · · · · · · · ·
This deed applies to, incres to	the benefit to	d are	binds all parties beceliciary s	uil mean the holder an	egatees, devisees, administrators, executors, and owner, including pledgee, of the contract enever the context so requires, the masculine
adat includes the ferminine and the III WITNESS WHERE	OF, said ()	ante	r has hereuni	o set his hand the	day and year tiest above written.
세계 보통 시험된 시험화되는 되었다.			and and any this is	Raymo	The state of the s
INDICATION NOTICE: Delete, by lining of applicable; if warranty (a) is applicable; if warranty (a) is applicable; such we sed in defined in the Truth-less much we sed in defined in the Act of the Ac	Lunding Att	DG IN		> Samo	() Hudren
BUCH WITH MUSE comply with the Act	and Regulation	1215	or equivalent.	∕Pamela Lee Hu	idsom
schelure: for this purpose use Sevens- esentiles are wide the Act in not recuire	-, arregula IA	# C			
				Klamath) ss
STAT					
by (Douglas	R	Amond Huds	ledged before me o	n, 19
by		me!	THE BURNES		
as	11-3	倒	Witell	1000	
	D	ANA	M. NIELSE	3 39 N	Notary Public for Orego
	L. TCM	ca II	pres 1/30	12	Notary Public for Olego
				a my-market of the cal	
			RIQUIST FOR FA	E. RECONVEYANCE	
		10	he wood noty when to	Aligations have been paid.	
70 Mountain Mitle Co		1 2 1	[集][[[4]] [4] [2] [4]		oregoing trust deed. All sums secured by s
The undersigned in the led	all owner and	hold Ya	er of all indebted	niess secured by the ied, on payment to yo	foregoing trust deed. All sums secured by s at of any sums owing to you under the terms by said trust deed (which are delivered to a designated by the terms of said trust deed
trust deed have been rully paid	tatute, to ca	ncel	all evidences of	aranty, to the parties	st of any sums owing to you under the object to by said trust deed (which are delivered to designated by the terms of said trust deed
hitserith together with said trust with a mour held by you under th	e same. Mail	reca	weysince and de	cumenta to	
nareo:					Beneficiary
	Dood OR THE M	618 •	alch in preuses. Both	rough be delivered to the few	siee for concellation before reconveyance will be made.
	TED	T			STATE OF OREGON, Klamath
מים שווים אין		, .1L	more armin		and the second of the second o
TRUST DI	ATLAND DAY			M. Noshida B	I certify that the with 18th
SHEVIEWS WESS Live Pits, CO., PE	ATLAND. DAE				was received for record on the 18th Oct
Douglas and Pamela	Hudson				was received for record on the 18th of Oct. ,19 at 9:12 o'clock A.M., and record on the 18th M90
Drugins and Pamela 1957 Auburn Klamath Falls, CR.9	Hudson 7601	1.5	TO THE RESERVE TO THE PARTY OF	CE RESERVED	was received for record on the 18th of Oct
Druglas and Pamela 1957 Auburn Klamath Falls, CR.9	Hudson 7601	1.5		E RESERVED	was received for record on the 18th of Oct, 19 at 9:12 o'clock A.M., and record in book/reel/volume No. M90 page 21000 or as fee/file/in ment/microfilm/reception No. 2.
Deuglas and Pamela 1957 Auburn Klamath Falls, CR.9	Trong Dat Todson 7601 Grant Linningha	n.		CÉ RESERVED	was received for record on the .18th of
Deuglas and Pamela 1957 Auburn Klamath Falls, CR.9 Liwis and Harriet C 635 N. 11th Klamath Falls, OR.5	Freedom	n.		CÉ RESERVED	was received for record on the .18th of
Deuglas and Pamela 1957 Auburn Klamath Falls, CR.9	TUGSON 7601 Grant Unningha Flootid			CÉ RESERVED	was received for record on the .18th of