TOLM ed Series- ITUST DEED. DITC ,243 142 Volmgo Page 21027 21598 16 113 対射ない TRUSI DEED THIS TRUST DEED, made this 14th day of September 19 DALIS EUGENE TERRA and SHIRLEY DEAN TERRA, as tenants by the entirety. September, 19.90, between as Grantor, Mountain Title Company of Klamath County L.A. GIENCER and PAULINE H. GIENCER, dba GIENCER INVESTMENTS ., as Trustee, and as Beneficiary, ar took be of strans 2.1 E too 3 that to 100 miles WITNESSETH: Grantor irriwocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Cregon, described as: Lot: 2 in Block 11, TRACT NO. 1050- WINEMA PENINSULA- UNIT 3, according to the official Hon Qu plat thereof on file in the office of the County Clerk of Klamath County, Oregon. 学科で名称を自然的ない Tax Account No: 3407 (127DD 01300 Bandelas suspective with all and singular the tenements, lared i ments and appurtenances and all other rights thereunto belonging or in anywise now of dereafter appendiations, and the rents, issues and prolits thereof and all fixtures now or hereafter attached to or used in connec-for with said teal estima. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SEVENTEEN THOUSAND AND NO/100 -(\$17,000.00) (\$17,000.00) note us even date berewith, payable to beredicity or order and made by grantor, the linal payment of principal and interest hereof, il if the date of maturity of the debt secured by the instrument is the date, stated above, on which the final installment of said note become due and payable. In the event the within described property, or any part thereoi, or any interest therein is sold, agreed to be which turneyed, assigned or alienated by the instrument by this instrument, irrespective of the written consent or approval of the beneficiary, hermin, shall become immediately dui and payable.

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MUT2: The Te is Devil Act provides that the hubble bereunder that be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company as savely ind foon tesociated enthalized to insure and i this busick Oregon or the United States, a stille insurance company authorized to insure little to real processly of the state, its subsidiates, affiliates, agents or branches, the United States or any agency thereof, or an ecrow agent licensed under ORS 696.505 to 676.585.

friiment, irrespective of the maturity dates expressed therein, or and the second sec

the three with trasters 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 by law destinated in the notice sale or the time to which said sale may be postponed as provided by our sale or the time to which said sale may be postponed as provided by our sale or the time to which said sale may be postponed as provided by our sale or the time to which said sale may be postponed as provided by our sale or the time to which said sale may be postponed as provided by our sale of the time to sale. Trustee accion to the highest bidder for cash yrable at the time of sale. Trustee that define to the purchaser its deed in form as required by law conveying that property so sold, but without any posts of the shall be conclusive proof of the truthfulness thereoil. Any person, excluding the firstee, but including the grantees and bencicary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein trustee shall apply the proceeds of sale to payment of (1) the expenses of sale intrustee. Joint the interest of the trustee in the trust alterney. (2) to the obligation secured by the trust deed, (3) to all person hund a recorded liens subsequent to the interest of the trustee in the trust during it any, to the firantor or to his successor in interest entitled to such support. (as the end of the trust of any successor is successor or succes-win to any trustee named herein or to any successor trustee appointed herein to any trustee named herein or to any successor trustee suppointed herein to be any trustee named herein or to any successor trustee suppointed herein to any trustee named herein or to any successor trustee suppointed herein to any trustee named herein or to any successor trustee suppointed herein to any trustee named herein or to any successor trustee suppointed herein there is any trustee named herein or to any successor trustee suppointed herein to any trustee named herein or to any successor trustee suppoint

16. Beneficiary may from time to time appoint a successor or success in flux. 16. Beneficiary may from time to time appoint a successor or successor with the successor of the successor truste appointed here urder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred uson any trustee herein named or appointed hereunder. Each such appointment and subsitution shall be made by written instrument excurd by beneficiary, which, whe recorded in the mortgage records of the county or counties in which whe persond is sinated, shall be conclusive proof of proper appointment of the macersone trustee. traite, the latter thail be vested with all title, powers and duties conferred us on any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, with h, when recorded in the mortgage records of the county or counties in with h the property is strated, shall be conclusive proof of proper appointment of the mocerssor trustee. I.T. trustre necerbs this trust when this deed, duty executed and achivable die notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee.

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