James Shackl	UST DEE	II), inade d'Chiery	#his 26	th ford.	day husbar	ol td and	September		, 19	90, between
								•••••	***************************************	
as Gruntor,	HOUNTAL	HTLLE	COMPANY	OF KL	AMATH	COUNTY	<u> </u>		, as	Trustee, and
Milcor, Inc.	dba The	Moore	Company		*****		***********	•••••	·	
as Beneficiary,						***	***************************************	•		,

WITNESSETH:

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

in Klamath County, Oregon, described as:
The 11/2 SE1/4 of Section 29, Township 35 South, Range 10 East of the Willamette Meridian Klamith County, Oregon. EXCEPTING THEREFROM that portion thereof described in the Deed to Klamath County, State of Oregon, recorded July 25, 1931 in Volume 95, page 619, Deed Records of Clarath County, Oregon.

TOGEREER WITH a 1974 Suncybrook Mobile Home, license #X115626, which is firmly affixed to the above described property.

Tax Account No: 3510 02900 01100

becomes due and payable. The shore described real property is not currently used for agricultural, timber or grazing purposes.

The protect the accurrity of this trust dued, france agrees:

I. To protect, preserve and one training and opporty in hard condition and repair; not to terrorit or demotish key building or improvement thereon; ect to contrain the permit any waste of said property.

2. To complete or restore produptly and in food and workmanlike attance, trait building or improvement to the constructed, damaged or destroyed the mon, and pay when due all tests becurred thereon, and pay when due all tests becurred thereon, and pay when due all tests because the constructed, damaged or J. To comply with all laws, out name, regulations, coverants, conficient in crustaing such line most attention previous to the United States of the second of the conficiency of the property of the property with all laws, out name, regulations, coverants, conficient in crustaing such line near statements previous to the United States of the Conficiency of the beneficiary may sequits and to pay for illing same in the property silling alliers or obliges, as well is the cost of all line searches made by tiling alliers or searching agencies in may be deemed desirable by the provide and continuously assauding insurance on the buildings now or hetaster exceled in the nad account in our search on the publication of the state of the search buildings now or hetaster exceled in the nad account of the search buildings.

Coll on the beneficiary may require and to pay for litting asme in the aroser public office or offices, as well at the cost of all lien searches made by time of objects or searching agencies in may be determed desirable by the beneficiary of the provide and continuously maintain insurance on the buildings stow or betailers excited in the and of the seasons as faints loss or damage by live and such titler hazards as the and of the seasons loss of damage by live and such titler hazards as the health of the seasons loss of damage by live and such titler hazards as the least of the seasons of the season

mother done est neth account.

If the intertremily agine of that:

It the intertremily agine of that:

It the account set neth account.

It the account set neth account.

It the account set account set and arey precision on all be mail property should be taken under the right of removed demand or cood press ton, denoted by the hard the right, if or its electr, to regime that all ct any process of the monies payable on temperatures for much taking, which we are recovered the temperature for much taking, which we are recovered the price of the monies payable on temperature for much taking and which are not considered any price of the monies proceedingly, shall be paid to beneficiary and appoint of the transfer and appoints counts, to be paid to beneficiary and appoint or counted by beneficiary in a sich proceedingly, and the dails not depleted upon the included of any manual developed a such instruments and appoints and proceedingly in a such applied of proceedingly and the dails not depleted upon the included of parameter and applied to proceedingly in the continuance of the such accious and mentions and mentions and appoints and applied to proceedingly in the continuance of the such accious and mentions and mentions and applied to proceedingly in the continuance of the such accious and mentions and mentions and applied to the such accious and any other accious and mentions and mentions and applied to the such accious and accounts and mentions and accounts and applied to the such accious and accounts and applied to the such accious and accious and accious and accious and accious and accious accious and accious and accious accious and accious accious accious accious a

(a) consent to the making of any map or plat of said property; (b) join in tranting any easement or creating any restriction thereon; (c) join in any subordination or other afterement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals there no tany matters or lacts 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.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said projectly or any part thereof, in its own name sue or otherwise collect the rents, 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 fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

ney's fees upon any indehtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such rents, tasses and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as storesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to tuch notice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may 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 an equity as a mortgage or direct the trustee to foreclose this trust deed an equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election the sale the sale the sale the sale the sale the sale that the sale the sale the sale that the trustee shall the third and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the names provided in ORS 86.735 to 86.795.

11. After the trustee has commenced foreclosure by advertisement and

the manner provided in ORS 88.735 to 86.795.

1J. After the trustee has commenced foreclosure by advertisement and sails, and at any time prior to 5 days before the date the trustee conducts the sails, the frantor or any other person so privileged by ORS 86.753, may cure the delault or delaults. If the delault consists of a failure to pay, when due, saims secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured my be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided by law.

together with trustee's and attorney's lees not exceeding the amounts provided by law.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the mities 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 pancel or in separate parcels and shall sell the pancel or parcels at auction 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 coverant or warranty, express or implied. The resitals in the deed of any matters of fact shall be conclusive proof of the trusthulness thereof. Any purchase at the sale.

13. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustee shall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustees storney. (2) to the obligation secured by the trust deed, (3) to all persons thereby an express may appear in the order of their privates and (4) the surplus, if any, to the grantor or to his secressy in interest entitled to such surplus.

marplus. It may to the granus of to his secretar in interest entitled to such marplus. It Beneliciary may from time to fine appoint a successor or successors to any trustee named herein 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 conferred upon any frustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument essecuted 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 trustee.

17. Trustee accepts this trust when this deed, duly executed and actinowledged is made a jublic 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.

The Thire Deed Ast previous that the poster herevisier must be wither on citothey, who is an active member of the Organ State Bar, a bank, trust companyings this land specialist such as a business under the laws of Organ or the United States, a title insurance company authorized to insure title to really at this state, its subsidiaries, affiliate, of with a branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

	the straight and those chuming under him, that he is law-
The grantor covernants and agrees to and will seized in fee simple of said described real prop	Is the beneficiary and those claiming under him, that he is law- verty and has a valid, unencumbered title thereto
cept none	
nd that he will warrent and lossest defend the se	nine against all persons whomsoever.
	불편 등이 하지 않고 살았는데 그는 그는 그는 그는 그런 그 것이 되었다. 그 사람들이 되었다. 그는
The dianter warrants that the proceeds of the loan rej	n esented by the above described note and this trust deed are:
(a) primarily for grantor personal Late (Exception Control	A TOPOGRADOR CHO DE MARIO CONTRA PRANTO CONT
This deed applies to, inures to the tracit of and bir.	ds all parties hereto, their heirs, legatees, devisees, administrators, executors, reficiary shall mean the holder and owner, including pledgee, of the contract in. In construing this deed and whenever the context so requires, the masculine
personal representatives, vincessors and as a heneliciary here secured benefit whether of not named as a heneliciary here	n. In construing this deed and whenever the context so require, the hands
IN WITNESS WHEREOF, said granter h	hereunto set his hard the day and your first above written.
The state of the s	at or (b) is family the the
a httPORTANII HOTICE: Delets, by lining est, whichever warranty is not implicable; if warranty (a) in applicable and the beneficiary is not implicable; if warranty (a) in applicable and the beneficiary is no tech warri in defined in the Truth-in-Linding Armand Reguler	this Z the
beneficiery fill ST comply with the per the distance No. 1319, or	
sömfgvorset, bis sier jacepoon us o organizacij efise eyard Hies noticu. N ežemplianseti vojih sim likel hi nod svaprizacij efise eyard Hies noticu.	
(Diffuse prignare (of the albane is a sespecialism, see the flame of school and september).	
	STATE OF OREGON,
STATE OF OREGON.	County of
This timberman who not romate that Section me on	This instrument was acknowledged before me on
Jimes Shackleford	19
Charyl Shackleford	ot
PILY JOHN TO A TO THE	
Con	Notary Public for Oregon (SEAL) My commission expires:
NOTARY PUBLIC OREGON	
ALL CORNER (II GA III JAMES	#11 FON FULL RECONVEYANCE
	only when obligations have been paid.
The state of the s	Teusteen 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
in the control of the	I indebtedness secured by the toregoing trust deed. All sums secured by said
served dand have been fully said and lattitled. I od nessoy	the which are delivered to you
acid trans seed or pursuant to state) and to recovery, we herewish impensive with inid trust deal) and to recovery, we estate now hold by you under the same. I fail excovery and estate now held by you under the same.	knoes of indebtedness secured by said trust deed the thout warrantr, to the parties designated by the terms of said trust deed the trust decuments to
estate nost held by you under the 18 the. Figure receive, an	
DATED	
	Beneficiary
Do Hell have not destroy; this Front Doed DR 19-E NCITE which it am	a res. Both most be delivered to the trustee for concellation before reconveyance will be made.
	an an opposit
TRUST DEEL	STATE OF OREGON, County of Klamath
PORM No. SEI-II	I certify that the within instrument was received for record on the 22nd day
James Shackleford & Cheryl Shacklef	ord Oct. 19.90
	at 2:38 o'clock P. M., and recorded in book/reel/volume No. M90 or
Cl anter	punde 21224 or as fee/file/instru-
Miledr, Inc. (ba The Moore Company	ment/microtilm/reception No. 21728 Record of Mortgages of said County.
P.O. Box 4564 Portland, OR 97208-4564	Witness my hand and seal o
Bens Cary	County affixed.
AFTER RECOIDING RETURN TO MOUNTAIN TIETE Company	Evelyn Biehn. County Clerk
(coll. escrow dept.)	By Queline Milling the Deputs
	ee \$13.00