215:20		TAL	IST DEED	Vol. <u>mgo</u> P	age 21345
L THE TRUST DEEP, made					
GRATERAEL AS EDX and S	& ESC	ROW, IN	C. hushand	and wife with	full as Trustee, a
rights of survivorsh Beneficiary,	Γp		enverk i 1874 George	na ser a constanta da ser a constan Constanta da ser a constanta da ser	ne falski pari i na st Netoni ateletik a state
Granta Kreppeably grants, b The East 69 first of	11gi) ns, [74] - 9	sells and o	VESSETH: conveys to tru ribed as: feet of L	stee in trust, with powe ot 8. DE BIRK H	rolsale, the proper OMES, in
the County of Klamat CODE 41 MAP 3909-	h, St	ate of	Oregon.		
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inter or hereafter appendizing, and the reals, is used and profits thereod and all fixtures now or hereafter attached to or used in connecting with said rest estate

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the TWENTY TILD THOUSAND FIVE HUNDRED AND NO/100, 11111

the set of even deta herewith, payable to beneficitry or order and made by grantor, the final payment of principal and interest hereof, il

The date of material and anterial persons to construct to or order and state by grantor, the tinal payment of principal and interest hereof, if thet where paid, to be due and payable all HATURITY of order and state by grantor, the tinal payment of principal and interest hereof, if The date of material payable all HATURITY of the date instrument is the date, stated above, on which the linal installment of said note because and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be with, converged, designed or aligneted by the prantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's optim, all obligation secured by this instrument, incespective of the maturity dates expressed therein, or Review, shall because immediativy due and payable.

Nen sice, shall became intervaliative due and juyable. To protect the security of this truit devi, frantor afrection is to protect any permits and maintain and perpirty in Good condition and repair; and no interva or demarkable any bushling of improvement there is bet is corrected any protection of the security o

The process and a state intermediate the process of the part of the process of the part of the process of the part of the part

It is mutually agreed that:

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It is resubully agreed thit: . In the event that are previous or all of tail property shall be riken in the dow right of universit dhat are provident and the intervalse, be referred to shall have the light, if at an electiv, to require that all or any pretent of the monitor pair de-in compensation his such tabled, which are in other of the intervalse pair of the result of the such tabled, which are in other of the intervalse pair of the result of the such tabled could be be be be be be been by the prediction of the such tabled of the the below of the interval of the interval by grantwise in such particular shall be prive to be bereficiary and by a defined the real prior any consectable could all experiments in the light is the trial and appellice could a count and reported apon the indeficience is an arch proveduing, and the balance applied apon the indeficiences is any directly in the interval of the interval of the indeficience inter-listive an arch proveduing, and the balance applied apon the indeficiences is any directly and directly arguest the such appendication of the interval of the interval of the interval of grantwise and drawn thereas. I do not be all the such appendication of the indeficience interval is any direct and drawn thereas. For interval, the such actions is any direct and drawn thereas. For interval, the indeficience is any the such applied of the fore any present of the indeficience of the lifety present of the fore any present of the indeciding within the other theory. I do not be the any direct and present and the notion for interval of the trial of the fore any present of the indeciding and the notion for interval of the other any the present of the present of the indeciding of the such as the insolated of any import of a present of the indeciding of the indeciding of any indeciding of any interval of the indeciding o

pranting umy casement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereot; fd) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons logally envised thereto," and the recitals therein of any maiters or lacts shall be continued in this paragraph shall be not less than \$5. If the unit of the truthulness thereof. Truties fees for any of the truthuleness thereof. Truties is less for any of the truthuleness thereof. Truties is contained in this paragraph shall be not less than \$5. If Upon any default by frantor hereunder, beneficiary may at any line without notice, either in person, by agent of by a receiver to be appointed by a court, and without regard to the adequacy of any security for the individues before thereon and take possession of said property or any part thereol, in its own name use or otherwise collect the rank, itsee supen any indebitedness secured hereby, and in such order as beneficiary may determine. Upon and taking possession of said property, the truters places or compensation or awards for any taking or the adequacy of the amate of the property, the rulection of use and projeks of the adequacy and in such order as beneficiary may detain or release thereol as aloresaid, shall not cure or waves an default as aloresaid, shall not cure or waves any default of default hereunder or invalidate any act done pursuant to such motice.

property, may and application of roughle inferent as an example, sinkin the Curb of paramet to each motice. 12. Upon debault by grantor in payment of any indebtedness secured baseds or in his performance of any agreement hereunder, time being of the event the interpet to such payment and/or performance, the beneficiary may declare all sums would hereby immediately due and payable. In this performance of any agreement hereunder, time being of the event the bereliciary at his election may proceed to force on the trust deed it equily as a most age or direct the trustee to protocolon that trust deed is equily as a most age or direct the trustee to protocolon throw other right or remedy, eliber at law or in equity, which the brief is pursue any other right or remedy, eliber at law or in equity, which the brief is written motice of default the beneficiary dects to forceose by observing to satisfy the obligation secured hereby wither populsed by advertisement and sale, the beneficiary or the trustee shall execuse and proceed to forcelose this trust deed in the motion the trustee by advertisement and sale, the beneficiary or the trustee shall execuse and proceed to forcelose this trust deed in the minimum populsed by law and proceed to forcelose this trust deed in the minimum populsed by law and proceed to forcelose this trust deed in the infinite the trustee has commenced breelosure by advertisement and sale, and a sary time prior to 5 days before the date the trustee conducts the default. The fruste of the default comists of n failure to pay, when due the distant or any other perion so privileged by ORS 86.753, may cure the distant or default occurred. Any other default that is capable of point at the time the of the cure other than such portion as would row then be dwe had no default occurred. Any other default that is capable of being cured may be cured by the dering the performance required under the obligation or trust deed. In any case, in addition to curing the default of regetter with tr

The solution of the second strong is 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 postponed as provided by law. The trustee may sell said property either in one purcles of the sale shall be littly and the parcel or parcels at successful defined by law. The trustee may sell said property either to the purchase its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The trustee shall define the the time of sale. Trustee shall define and the trustee is the defined of the trustee, but including the trustee is the total only matters of lact shall be conclusive proof of the trustee sells pursuant to the powers provided herein, trustee shall a be the concept of the trustees of the trustees of sale. The sell struster of the compensation of the trustee at the sale. The express of sale, provided liens subsequent to the interest of the trustee in the first of the interest of the trust deed, of the all persons having recorded liens subsequent to the interest of the trustee in the trust end of the sale of the sale. The sale of the interest may appear in the order of their prixeling and (4) the safeling. The Readering may may time to the time to sale interest of successor or succession of successor in interest entitled to such a safeling the Readering may appear in the order of their prixeling and (4) the safeling.

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uarplus. 16. Beneliciary: may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. 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 hereinder. Each such appointment. under. Upon such appointment, and till tille, powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment and subsitution shall be rested by written instrument executed by beneliciary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. I. Trustee accepts this trust when this deed, duly executed and acknowledged is mode a public record as provided by law. Trustee is not bijdated to robily 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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ho is an tictive member of the Oregon State Bar, a bank, trust company United States, a title insurance company authorized to insure title fo rea agincy thereal, or an escrow agent licensed under ORS 669.505 to 6696.585. Berinder WOTE: The Trust Chail Act provides that the truste of savings and least association automized to do b preserve at this state, in subsidiarism, attributes, age who is

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21346 The grantus coversants and egrees to and with the beneficiary and those claiming under him, that he is lawfully wired in fet simple of said described real property and has a valid, unancumbered title thereto and that he will warrant and forever defind the same upainst all persons whomsoever. The granded warrants that the proceeds of the four represented by the above described note and this trust deed are: (a)* primitify for granter's personal, danuly or household purposes (see Important Notice below), (b) for an organization, or (even if granter is a natural purson) are for business or commercial purposes. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. Zymme K. 4 IMPCHTANT MUSTICE: Calata, by lining set, which a per writtenty (a) or (b) is a st applicable; il segurately (a) is applicable and two base ficiary is a creditor as well word to usefund its the Truth-in-Lending & credit Regulation; Z, the constitutory MISIC comply with the Act and legs films by making riguired beneficiary MISIC comply with the Act and legs films by making riguired isclasses; far ibis perpose us; Stavens-Net Fort No. 1219, or equivalent. If compliance wills the Act is not required, disregerit this notice. LYNNE CHURRAY WILLIAM P. HIRSCHY 0 Shene E. Hirsely IRENE E. HIRSCHY STATE OF OREGON, Courty of Kamoulh This instrument was ucknowledged before me on <u>10 [a 3 , 1</u> by Lynute, Milarroy, Dilliam P. Hyschy & Trene E. Hirschy This instrument was ucknowledged before me on , 1990 .) ss 19 PU3LC ъŝ. Stendra lle 13 ol THE OF ST Notary Public for Oregon indra My commission expires REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid The undersigned is the legal (wrat and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal twines and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statiste, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith forgether with said trust doid) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the sume Mail reconveyance and documents to 19 DATED: Beneficiary wrst. Both must be delivered to the trustee for concellation before recenveyonce will be made. destroy this Treet Devel Of THE NOTE which it a STATE OF OREGON, > SS. County of _____Klamath. I certify that the within instrument TRUST DEED was received for record on the 24th day (FOIDA No. 881) UB. CO.. PO Oct B.NERS LAW! at11:17 o'clock A.M., and recorded in book/reel/volume No. _ ¥90 ____ on કુ તે તે તે તે page 21345 or as fee/file/instru-SPACE RESERVED ment/microfilm/reception No.____21820 FOR Granice Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. In maliciary Evelyn Biehn, County Clerk AFTER RECORDING REPUTS TO ASPEN TITLE & ESCROW, INC. By Decelence Mullander Deputy 525 MAIN STREET 國新主 KLAMATH FALLS, OR 97601 Fee \$13.00