PORM No. col-Oregon Irust Deed Series-INUST DEED.		GOFTRIGHT INTO FILTERS RESPECTIVE CONTENTION	UR. 37204
∞ 25959. TP OK ANO	TRUST DEED	Nol mal Page 28	81
THIS TRUST DEED, made this14	thday of		tween
Dennis L. Fiegi and Betty J.	Fiegi	the Committee of the second	
as Grantor, Klamath	County Title Com	pany, as Trustee	, and
Motor In	vestment Company	an and for a for a second for a second for a second s	
as Beneficiary, Grantor irrevocably grants, bargains, sells	WITNESSETH:		11.00
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Lot 50, CASITAS, according			010611

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in connec-tion with said real estate.

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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary soption, all obligations secured by this instruction, and be beneficiary soption, all obligations secured by this instruction. To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:
To protect, preserve and maintain said property in good condition and repair: not to remove or demolish any building or improvement thereon;
To comply or permit any wate of said property in good condition and reading or improvement which may be constructed, damaged or information and restrictions allecting said property. If the beneficiary so requests, to join in executing such inancing statements pursuant to the Uniform Commerciant Constructed, damaged or information instructed, damaged or information instruction, damaged or beneficiary may require and to pay for lifing same in the proper public office or offices, as well as the cost of all liens sentches made beneficiary.
A to comply with all langencies as may be deemed devirable by the beneficiary or searching agencies as may be deemed devirable by the beneficiary of the said proper public office or offices, as well as the loss or damage by life and not there as a the said promises against loss or damage by life or obter saids as the beneficiary with loss payable to the beneficiary as soon as insured; if the grantor shall all or any reason to procure any usch insurance and to pay policy of insurance holds on the said gromise against loss or damage by all the barden and pay procure the same af gantor's expense. The amount foolleest on the said beneficiary the entrelater placed on said building y upon any indebtedness set beneficiary the entrelater placed on said building any procure the same af gantor's expense. The amount foolleest thines, frages the formation instruction or invested apprent to such note.
To keep said opremises the from construction liens and to pay all th

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, il it so elects, to require that all or any portion of the monies penalod as compensation lor such taking, which are in excess of the amounty read to pay all reasonable costs, express and a shall be paid to beneficiary and applied bit it ensures that all or any portion of the monies penalod to pay all reasonable costs, express and a shall be paid to beneficiary and applied bit it and appellate courts, necessarily paid or incurred by bene-liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and frantor, agrees, at its own express. To take such ections and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-liciary in any person for the payment of this deed and the note for endorsement (in case of lull reconvegances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in NOTE. The Vari Dad An excelor the the turtue horewage rule the either one scare to the making of any map or plat of said property; (b) join in

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waive any default on notice of default hereunder or invalidate any act done pursuant to such notice. 1.1.2. 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 event the beneficiary at his election may prove to loreclose this trust deed by advertisement and sale, or may divert the trustee to pursue any other right or remedy, eliber at law or in equity, which the beneficiary may have. In the event the beneficiary letts to loreclose this trust deed by advertisement and sale, or may divert the trustee to pursue any other right or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described and property to satisfy the obligation the trustee shall execute and cause to be recorded his written notice of sale, give notice thereol as then required by 36.735. 13. After the trustee bas down to record bar the trustee conducts the sale, the grant protect by other trustees to pursue with the obligation the databard of defaults. If the default consists of a lailure to pay, when due, such samount due at the time of the cure other than such portion as would being cured may be cured by the default may be cured by paying the obligation or trust deed. In any case, in addition to curing the default the defaults the default consists of a lailure to pay, when due, such samount due at the time of the cure other than such portion as would being cured may be cured by tendering the obligation or the trust deed. In any to cured by the default may be cured by paying the obligation or trust deed. In any case, in addition to curing the default the the adults, the person-ellecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation or the trust deed together, with frustees and attorney's lees

and expenses actually incurred in enforcing the obligation of the trust deed logether with frustees 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 postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder lor cash, payable at the time of sale. Trustee shall'deliver to the purchaser its deed in form as required by law converging the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the truste, but including the granter and beneficiary, may purchase at the sale. Shall apply the proceeds of sale trustee and a reasonable charge by time's and beneficiary may person, excluding the expense of sale, in-cluding the interests may appears in the order of their priority and (4) the surplus, if any, to the granter or to his successor trustee appointed herein, trustee sors to any trustee named herein or to any successor trustee appointed herein trust worker, when recorded in the root time appoint a successor or successor trustee, the latter shall be wated with all title, powers and duites conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary which, when records in the nortgage records of the county exceeding the successor trustee appoint and a provided by the endies conferred upon any trustee herein named or appointed hereunder. Each such appointed hereing a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act, provides that, the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bar, 'a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 656.585.

281 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. and the port The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creation as such word is defined in the Truth-in-lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (if the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON 55. County of KIAMAtt County of This instrument was acknowledged before me on This instrument was acknowledged before me on ... ,1991 , by FIE OFFICIAL SEAL Notary Public for Oregon (SEAL) NOTARY P AND TARY PUBLIC OREGON WY COMMISSION EXPLOSION (SEAL) My commission expires: 292.00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same, Mail reconveyance and documents to accuments to and produce the coopy and all the turns from the there from over DATED: the second cards cover 19 account, and activation stress and and Beneficiary er destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyonce will be n Consts Clork of Klamath CSTATE OF OREGON, TRUST DEED (FORM No. 8811 SS. STEVENS-NESS LAW PUB. CO., PORTLAND. OR I certify that the within instrument Dennis L. Fiegi and Costa was received for record on the15 ... day Oregoin, desembled and the ne relle out unnere lo tracteo ju gard Betty J. Fiegi SPACE RESERVED Grantor 3734 Orindale Dr. ment/microfilm/reception No.....25959, State of Mortgages of said County. Klamath Falls, OR 97601 Beneficiary Witness my hand and seal of WON Y 1444 AFTER RECORDING RETURN TO County affixed. Motor Investment Company and Clerk 1320 29. C. C. Evelyn Biehn PO Box 309 TITLE Klamath Falls, OR 97601 18UST DEED By Gernetka & Kelich Doputy 101-13,00 11, 2010

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