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FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	K-43320	i mal	age 12060
[№] 31075	TRUST DEED	June June	19.91 , between
THIS TRUST DEED, made this 21 Larry Eugene Peterman and Nanc	y Ann Peterman		
as Grantor, Klamath County Title Coma Motor Investment Company	pny		, as Trustee, and
••••••			7 (1 (A) 1 (
as Beneficiary, Grantor irrevocably grants, bargains, sells Klamath County, Oregon	WITNESSETH:	ustee in trust, with pow	ver of sale, the property
Grantor irrevocably grants, bargains, sells in	, described as:	See Exhibit A att	acried

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 fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Seven Thousand Five Hundred Ninty and 05/100

Seven Thousand Five Hundred Ninty and 05/100

becomes due and payable. In the extent of the grantor without lirst have sold, conveyed, assigned or alienated by the grantor without lirst have sold, conveyed, assigned or alienated by the grantor agrees: then, at the beneficiary's option, all obligations secured by this instrument, then, at the beneficiary's option, all obligations secured by this instrument, shall become immediately due and payable.

I. To protect, preserve and maintain said property, in good condition and repair; not to remove or demolish any building or improvement thereon; on the commit or permit any waste of said property, in good and workmanlike the maintain of the control of the con

pellate court shall adjudge reasonable as the peneticiary's or trustee's attorney's tees on such appeal.

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 ornotennation, beneficiary shall have the right of eminent domain or ornotennation, beneficiary shall have the right if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are necess of the amount required as compensation for such taking, which shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, and the shall be paid to beneficiary and applied by it lirst upon any reasonable sorts and expenses and attorney's fees, possibly in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness ficiary in such proceedings, and the balance applied upon the indebtedness and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for incircular payment of the indebtedness, trustee may 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconveyance he recitals therein of any matters or facts shall be conclusive proof of the argraph shall be not less than 55.

In Upon any default by grantor hereunder, beneticiary may at any time without notice, either in person, by agent or by a receiver be appointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for pointed by a court, and without regard to the adequacy of any eccurity for the indebtedness hereby secured, enter upon and take possession of said properties court and expenses of operation and collection, including those past due and unpaid, and apply the same, issues and profess escaped 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 profits, of the proceeds of lire and other insurance policies or compensation or awarder any taking or damage of the insurance policies or compensation or awarder any taking or damage of the insurance policies or compensation or awarder are available any act done pairsuant 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 hereby or in his performance of any agreement hereunder, time being o

and expenses actually incurred in enforcing the obligation of the trust deed together with trustees and attorney's tees not exceeding the amounts provided together with trustees, and attorney's tees 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 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 to postpone a provided by law. The trustee may sell said property either to the property said lediver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to sold, but without any covenant of said shall be conclusive proof plied. Trusticials in the deed of any matters oliact shall be conclusive proof plied. Trusticials in the deed of any matters oliact shall be conclusive proof plied. Trusticials in the deed of any matters of the trustee the trustee, the trustee has been closed to the trustee and a reasonable charge by trustice attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons arounds a surplus.

16. Beneliciary may from time to time appoint a successor or successurplus, it any, to the grantor or to his successor in interest entitled to such surplus.

17. Beneliciary may from time to time appoint a successor or successor trustee appointment, and without conveyance to the surplus of any trustee named herein or to any successor trustee appointment, and without conveyance to the successor and the successor of successor and the surplus of the property is situated, shall be conclusive proof of proper appointment of the successor and are successor or successor or successor or successor or successor or successor

an attorney, who is an active member of the Oregon State Bar, a bank, tru f Oregon or the United States, a title insurance company authorized to insure to States or any agency thereof, or an escrow agent licensed under ORS 676.505 NOTE: The Trust Deed Act provides that the trustee hereunder must be or savings and loan association authorized to do business under the la property of this state, its subsidiories, affiliates, agents or branches, the

Deputy

By

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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.

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) xfox no opportunition or family and the complete of the complete of

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 pledges, 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 leminine 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 creditor 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. This instrument was acknowledged before me on OFFICIAL SEAL
RICHARD J. WICKLINE
NOTARY PUBLIC-OREGON
COLÁMISSION NO. 0002005
MY COMMISSION EXPIRES NOV. 11, 189 Notary Public for Oregon My commission expires Mor-161894 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. ..., Trustee The undersigned is the legal owner 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 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 Beneticiary or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m TRUST DEED STATE OF OREGON, County of (FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE I certify that the within instrument was received for record on theday

Larry Eugene Peterman, 19....., Nancy Ann Peterman in book/reel/volume No. on SPACE RESERVED pageor as fee/file/instru-FOR ment/microfilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Motor Investment Company Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Motor Investment Co NAME TITLE PO. Box 309

Klamath Falls,Or

97601

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A tract of land situated in the NEtNEt of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as

Beginning at a point located West a distance of 1072.7 feet and South 0°19' West a distance of 30.0 feet from the iron axle marking the Northeast corner of said Section 24, said beginning point being located on the South boundary of Airway Avenue; thence South of 19' West a distance of 166.4 feet to the Northerly boundary of the USRS Dixon Drain; thence along the Northerly boundary of said drain North 75°18' West a distance of 96.9 feet and South 44°26" West a distance of 248.9 feet; thence leaving the Northerly boundary of said drain North 0°19' East a distance 319.5 feet to the South boundary of Airway Avenue; thence East along the South boundary of Airway Avenue a distance of 267.05 feet, more or less, to the point of beginning. PARCEL 2:

A tract of land situated in the NETNET of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as

Beginning at a point located West a distance 953.1 feet and South 0°19' West a distance of 30.0 feet from the iron axle marking the Northeast corner of said Section 24, said beginning point being on the South boundary of Airway Drive; thence South 0°19' West a distance of 197.8 feet to the Northerly boundary of the USRS Dixon Drain; thence North 75°18' West along the Northerly line of said drain, a distance of 123.6 feet; thence North 0°19' East a distance of 166.4 feet to the South boundary of the Airway Drive; thence East along the South boundary of Airway Drive 119.6 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:

		SS.		
Filed fo	or record at reques	t of		
of		A D. 10 August County Title Co.	31	
		A.D., 19 91 at 3:55 o'clock P.M., and duly recorded in Vol. Mortgages on Page 12060	+ h	
		Mortgages on Pean, and duly recorded in Vol. M	(01	day
FEE	\$18.00	on Page 12060	31	
	140.00	Evelyn Biehn County Clerk	-9ki	
		By Dauline Mulinder		
		Millender		