HIS TRUST DEED, made this	FORM No. 881—Oregon Trust Deed 5 NE 32098		K-43351 TRUST DEED	Vol. <u>mg1</u>	Page 14021
 DONALD J., HOPERICH AND SUZANNE HOPERICH. husband and vife. DONALD J., HOPERICH AND SUZANNE HOPERICH. husband and vife. Source A. S. A. S. S.	THE TRUET D	EED, made this	8thday of	July	, 1991., between
Grantor irrevocably grants, bargaim, self, and conveys to trustee in trust, with power of sale, the properties in KIAMATH	DONALD J. HOPERIC as Grantor, KLAMATH AUSTIN L. POWELL full rights of su	H AND SUZANNE HO COUNTY TITLE CON AND MARIE B. POU	DPERICH, husband and MPANY WELL, husband and y	nd wife wife, with	, as Trustee, and
Lot 6 in Block 15, Fairview No. 2, in the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Inderfor with all and window the terms, have and putternances and all other tight: therean behavior to a more the file of the county of the city of the county of the city	Grantor irrevoca		, sells and conveys to t Dreson, described as:		
The main register and regist	Lot 6 in Block 15 official plat the	5, Fairview No. ereof on file ir	2, in the City of the office of the	Klamath Falls, a 2 County Clerk of	Klamath County,
 The statistical s					
THERY SIX THEOREMS Graves and the second of the second	(2) together with all and sing	gular the tenements, her ning, and the rents, issu	editaments and appurtenanc es and profits thereof and a	es and all other rights to Il fixtures now or herealte	hereunto belonging or in anywise or attached to or used in connec-
19 94. The data of manufactor is the data structure is the data structure is have a minute structure manufactor of structure is the data structure is have a minute structure is the data structure is the data structure is instructure of structure is the data structure is instructure is instructure in the data structure in the data structure in the data structure is instructure in the data structure in the data structure is instructure in the data structure is instructure in the data structure is instructure in the data structure instructure instruc	FOR THE PURPO	OSE OF SECURING	HUNDRED FIFTY AND	NO/100	
 The protect the security of this trust deed, dranter address. To protect the security of this trust deed, dranter address. and trust and main address and protect in the protect of the protect	note of even date herewit not sooner paid, to be du The date of matur becomes due and payable sold, conveyed, assigned	th, payable to beneficiar, ue and payable July ity of the debt secured l e. In the event the with or alienated by the ge- cation all obligations	by this instrument is the dat in described property, or an antor without first having secured by this instrument.	, 19 94 te, stated above, on which by part thereof, or any in obtained the written cons irrespective of the mat	the final installment of said note terest therein is sold, agreed to be ent or approval of the beneficiary, arity dates expressed therein, or
 In the control of the product of the bareform of the product of the	herem, shall become time To protect the sec I. To protect, preservant and repair: not to remove on	curity of this trust deed ve and maintain said prope r demolish any building or waste of said property.	, grantor agrees: ty in good condition subordi improvement thereon: thereof; grantee grantee	§ any easement or creating a nation or other agreement al (d) reconvey, without warral in any reconveyance may l entitled thereto," and the reci- entitled thereto,"	ny restriction thereon: (c) join in a lecting this deed or the lien or charge sty, all or any part of the property. The described as the "person or person tals there'n of any matters or facts shall tals there'n of any matters or facts shall
 Cal kunschigt einter ein einter, as well as the Cole, in anner die derinde to the present on access and represent on the solutions. The present of the Cole and t	destroyed thereon, and pay w j. To comply with a tions and restrictions allecting	chen due all costs incurred in all faws, ordinances, regulati ng said property: if the ben- cing statements pursuant to	ons, covenants, condi- diciary so requests, to the Uniform Commer- tor filling same in the pointed	10. Upon any default by gr- ithout notice, either in perso, by a court, and without res- ter laws, burghy secured, enti-	intor hereunder, beneficiary may at a_{ij} , b_{ij} agent or by a receiver to be a ard to the adequacy of any security for ij upon and take possession of said pro- j upon and take possession of said pro- there refl.
 and we have have been than a full 1. INSURFACE with the interest at any any interest interest in the interest interest interest. The interest i	etal Code an infinite or offic proper public office or offic by filing officers or searchi beneficiary. J. To provide and now or hereafter erected on	ces, as well as the cost of a ing agencies as may be dee continuously maintain insur n the said premises against the someticiary may from h	ance on the buildings loss or damage by fire me to time require, in the to time to the time to the time the to the time to the time to the time the time to the time to the time time to the time to the time to the time time to the time to the time to the time time to the time to the time to the time time to the time to the time to the time to the time time to the time to the time to the time to the time to the time time to the time to	and profits, including those part and profits, including those parts and expenses of operation less upon any indebtedness see may determine.	ist due and unpaid, and appy the since and collection, including reasonable atto- ured hereby, and in such order as ben- taking possession of said property, the
 In the standard many income the same and glamma by beneficiant, the standard in such order as bandlast performance of many labelast performance of many labelast performance of the performance of many labelast performance of the performance of many labelast performance	and such other hitself and an amount not less than \$ companies acceptable to th policies of insurance shall I rolicies of insurance shall thail for if the grantor shall thail for if the grantor shall that for the	Full insurable be beneficiary, with loss pay be delivered to the beneficia- r any reason to procure any heneficiary at least fifteen d	such insurance and to ays prior to the expira- waid on said buildings, pursus	non of such refus, teamston o nee policies or compensation o ty, and the application or relu- any default or notice of defa- int to such notice.	awards for any taking or damage of one thereof as aboresaid, shall not cure with hereunder or invalidate any act do with hereunder of any indebtedness secur-
 to done pursuant to such manifes there from construction liers and if ploy and the point of the property before any part of such lates, stiffing receipts therein to the stiff discovery and the point of any tarse, assess to beneficiary: should the drantor laid to rehardse parable by drantor, either the stiff discovery and property to construction make stiffing releases to be added to the stiffing release to the stiffing re	tion of any pointy may proce collected under any fire or ciary upon any indebtedne may determine, or at optic any part thereof, may be r	ure the same at grantors other insurance policy may iss secured hereby and in su on of beneliciary the entire released to grantor. Such app with or notice of default here	be applied by beneli- ch order as beneficiary amount so collected, or slication or release shall under or invalidate any adver	e with respect to such paymer e all sums secured hereby ir the beneficiary at his election uity as a mortgade or direct tisement and sale, or may dire	t and/or performance, in able. In such mediately due and payable. In such a may proceed to loreclose this trust ded the trustee to loreclose this trust ded ct the trustee to pursue any other right birch the beneficiary may have. In the eve
ments, insurance pretinities, moviding beneliciary with funds with without of the distribution of the state of the distribution of the state of the state of the distribution of the state of the state of the distribution of the state of the state of the distribution of the state of the state of the distribution of the state of	act done pursuin a said pr 5. To keep said pr taxes, assessments and oth against said property belo charges become past due c	remises free from constructs per charges that may be lev one any part of such taxes, or delinquent and promptly acontor fail to make payme	in liens and to pay an eremed- ied or assessed upon or the b assessments and other deliver receipts therefor and l any taxes, assess- exclusive drantor, either notice	by entire elects to foreclose by rustee shall execute and cause vis election to sell the said dess ed hereby whereupon the trust e thereof as then required by	advertisement and swritten notice of dela to be recorded his written notice of dela tribed real property to satisfy the obligati ribed real property to satisfy the obligati es shall his the time and place of sale, & aw and proceed to foreclose this trust do 735 to 86.795.
 trust died. Nucl and for such payments, will a the frantor, shall be bound to the error of the payment of the obligation herein state of the payment of the obligation herein state of the payment of the obligation herein state of the payment of the approximation of the trust deed. In any trust of the obligation of the state of the payment of the obligation of the state of the payment of the obligation of the state of the payment of the obligation of the state of the state of the state of the state of this trust deed. In any trust deed, in the obligation of the state of the st	ments, instance more or by by direct payment or by make such payment, bene and the amount so paid, s hereby, together, with the	y providing beneficiary wh eficiary may, at its option, with interest at the rate set obligations described in par d to and become a part of	h funds with which to in the make payment thereof, lorth in the note secured agraphs 6 and 7 of this sale, the debt secured by this the o breach of any of the sum	13. After the trustee has co and at any time prior to 5 d. the frantor of any other per- delault or delaults. If the del secured by the trust deed.	minimized for the date the rustree conducts says before the date the rustree conducts on so privileged by ORS 86.753, may c ult consists of a failure to pay, when c the default may be cured by paying the cure other than such portion as while
• The number of this trust devel. constst and expenses of this trust including the cost 6. To pay all costs, lees and expenses of the trustee incurred of tile search as well as the other costs and expenses of the trustee incurred in the notice of sale of the trust is and all time of tile search as well as the other costs and expenses and attrustees in a connection with or in enforcing this obligation and trustees and attrustees in connection with or in enforcing this obligation and trustees and attrustees in connection with or in enforcing this obligation and trustees and attrustees in connection with or in enforcing this obligation and trustees and attrustees in connection with or in enforced any action or proceeding in which the beneficiary or trustees and and and in the set of the security rights or powers of beneficiary or trustees and in any such and in the set of the security rights or powers of beneficiary or trustees and in any such and in the event of an appeal trustee ange and the set on the dust and proceeding in which at the beneficiary's or trustees. Stating events of the trustee incurred by the trust court and in the set of the proceeds of sale to payment of (1) the expenses of ball adjudge reasonable costs and expenses and attrustee appears in the order of the proceeds of sale to payment of (1) the expenses of shall apply the proceeds of sale to payment of (1) the expenses of the autor any portion or all of said property shall have the trust of the successor trustees and at the monies payable of the trustee appears in the order of the proceeds of sale to pay appear in the order of the proceed of the trust devel, (3) to a trustee the trust and appear and the order of the proceed as their interests may appear in the order of the proceeds of sale to pay appear in the order of the proceeds of the successor trustee appeares and the anoment payable. The proceeds of sale to pay appear in the order of the proceeds of sale to pay appear in the order of the proceeds of sale to pay apare in the order of	trust deed, whereof and for even ants hereof and for erty hereinbelore describe same extint that they a described, and all such p out notice, and the non-	such payments, with interes- ed, as well as the grantor, are bound for the payment ayment shall be immediated ayment thereof shall, at the to this trust deed immediat	t as aloresaid, the pop- shall be bound to the of the obligation herein y due and payable with- option of the beneficiary, defa and payable and tode	then be due had no default oc g cured may be cured by ter gation or trust deed. In any uits, the person effecting the expenses actually incurred in ther with trustee's and attorned	dering the performance required under dering the performance required under case, in addition to curing the delault cure shall pay to the beneliciary all c enforcing the obligation of the trust c y's lees not exceeding the amounts prov.
allect the security rights or powers of infinition in truster may appear, including action or proceedings, while the bance appears to pay all costs and expenses, in the deed of any matters of lact shall be columned in the bance appear in the security is and contrast of the function of the truster in the security of the truster of the truster in the security is and the beneficiary is or trustee's attorney's less must be the truster of the truster in the security is and the security is and the security is and the beneficiary is or trustee's attorney's less must be the truster of the truster in the security is and the security in the truster in such proceedings, shall be pain to papelled upon the indetedness by it first upon appellate courts, necessarily paid upon the indetedness by it first upon appellate courts, necessarily paid upon the indetedness is and proceedings, and the balance applied upon the indetedness whether the security is and the security in oblighing such over	• render all saline of the second of the second se	s trust deed. sts. lees and expenses of this is the other costs and expens- enforcing this obligation an part defend any action or	s trust including the cost es of the trustee incurred i trustee's and attorney's proceeding purporting to irrustee' and in any suit, auc	aw. 14. Otherwise, the sale shi be designated in the notice of postponed as provided by law one parcel or in separate par tion to the highest bidder loo tion to the highest parchaser its	If he held on the time to which said sale sale or the time to which said property e. Cels and shall sell the parcel or parcel cash, payable at the time of sale. The deed in form as required by law conve deed in form as required by law conve
detere of the shall adjudge reasonable as the beneficiary shall be taken pellate court shall adjudge reasonable as the beneficiary shall be taken 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 under the right of eminent domain or condemnation, beneficiary shall have the induction of such taking, which are in excess of the amount required a compensation for such taking, which and attorney's less necessarily paid to beneficiary and incurred by granter in such appendings, shall be paid to beneficiary and incurred by granter in such appending costs, and expenses and attorney's less applied by it first upon any reasonable costs and expenses and attorney is been both in the triat and appellate courts, necessarily paid to incurred by bene- both in the triat and appellate courts, necessarily paid to incurred by bene- both in the triat and appellate courts, necessarily paid to incurred by bene- both in the triat and appellate courts, necessarily paid to incurred by bene- both in the triat and appellate courts, necessarily paid to incurred by bene- both in the triat and appellate outs, necessarily paid to incurred by bene- both in the triat and appellate outs, necessarily paid to incurred by bene- both in the triat and appellate outs, necessarily paid to incurred by bene- both in the triat and appellate outs, necessarily paid to incurred by bene- both in the triat and appellate outs, necessarily paid to incurred by bene- secured hereby: and granters at its own expense, to take such aritimal secured hereby: and granters as shall be necessarily paid or incurred by bene- secured hereby: and granters as shall be necessarily paid or incurred by bene- secured hereby: and granters as shall be necessarily paid or incurred by bene- ticiary in such proceedings. The balance applied out in obtaining such over the success of the courts or which the property is shall be necessarily paid out in the success of the courts of wheth the prop	allect the security rights action or proceeding in w any suit for the foreclos cluding evidence of title amount of attorney's fer	which the beneficiary or trus- sure of this deed, to pay a and the beneficiary's or tru- s mentioned in this paradra the event of an app-	the may appear, including sha II costs and expenses, in the pistee's attorney's lees; the plic ph 7 in all cases shall be of al from any judgment or the	d. The recitals in the deed of the truthfulness thereof. Any grantor and beneficiary, may 15. When trustee sells pu	t any covenant of warrany, expression any matters of lact shall be conclusive person, excluding the trustee, but inclu- purchase at the sale. rsuant to the powers provided herein, tr to payment of (1) the express of salt
right, it is object used taking, which are in excess of the successful or a source to any trustee halfing mean, and without consystee to in to pay all reasonable costs, expenses and attorney's fees, necessful or a source to any trustee halfing mean, and without consystee to in under the source of the source	decree of the fine fail adjuct pellate court shall adjuct ney's fees on such appea It is mutually i S. In the event	dge reasonable as the benef il. agreed that: that any portion or all of so that day portion or all of so	id property shall be taken det beneficiary shall have the beneficiary shall have the sau	ding the compensation is orney, (2) to the obligation is wing recorded liens subsequen- ed as their interests may appe- eplus, if any, to the grantor of plus, it any, to the grantor to plus.	ecured by the trust deed, (3) and in the to the interest of the rustee in the ar in the order of their priority and (4 r to his successor in interest entitled to a time to time appoint a successor or a
theary in such proof and granter afters, at its own expenses to take the second which the property is scalar and the second seco	right, it it so getus, in as compensation for suc to pay all reasonable of incurred by grantor in applied by it first upon both in the trial and	ch taking, which are in exect costs, expenses and attorney a such proceedings, shall b any reasonable costs and e appellate courts, necessarily that, and the balance app	is the necessarily paid or so paid to beneficiary and openees and attorney's lees, the paid or incurred by bene- paid or incurred by bene- ied upon the indebtedness and	is to any trustee named him nder. Upon such appointmen ustee, the latter shall be vest pon any trustee herein named - nd substitution shall be made with a bee recorded in the r	i, and without conveyance to the sur- ed with all title, powers and duties con- or appointed hereunder. Each such appoint his written instrument executed by benef- his written instrument executed by
9. At any time and from time to time upon without and the pote for acknowledged is have party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending sale under any obligated to potty any party hereto of pending is brought by the	ficiary in such process secured hereby; and k and execute such instr pensation, promptly up 9, At any time liciary, payment of its	rantor agrees, at its own ex- ruments as shall be necessa- son beneficiary's request. and from time to time up s fees and presentation of t full reconveyances, for can	on written request of bene- bis deed and the note for an cellation), without affecting of	nor the post funder the successor funder if. Trustee accepts the cknowledged is made a public cknowledged is made a public	s trust when this died, duly executes a record as provided by law. Trustee ereto of pending sale under any other d ereto of pending sale under any other
non-senient in class prison for the payment of the indecledences, if by join in shall be a party unless such action of the indecledences, if by join in shall be a party unless such action of the Oregon State Bor, a bark, the (a) consent to the making of any map or plat of said property; (b) join in shall be a party unless such action of the Oregon State Bor, a bark, the NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bark, the NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bark, the or so-ings and han association authorized to a business under the laws of Oregon or the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries affiliates agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries affiliates agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries affiliates agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries affiliates agents or branches, the United States or any gency thereol, or an estrew agent licensed under ORS 676.505 property of this state, its subsidiaries affiliates agents or branches, the United States o	(a) consent to the ma	aking of any map or plat of	said property, by , and		t the Oregon State Bar, a bank, trust co
property of this state, its subsidiaries, offinates, ogens or councily of this state, its subsidiaries, offinates, ogens or councily of this state, its subsidiaries, offinates, ogens or councily of the state of th	or sounds und full of a property of this state, if	ts subs diaries, atfiliates, ager		<u></u>	

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The grantor covenants and a	grees to and with the beneficiary and those claiming under him, that he is law-
fully seized in fee simple of said des	scribed real property and has a valid, unencumbered title thereto
and that he will warrant and foreve	er defend the same against all persons whomsoever.
The grantor warrants that the proces	eds of the loan represented by the above described note and this trust deed are:
(b) for an organization, or (even if This deed applies to invites to the h	f grantor is a natural person) are for business or commercial purposes.
secured hereby, whether or not named as a gender includes the feminine and the neuter	infant of and bonds an parties hereto, their heirs, lefatces, devisees, administrators, executors, iffans. The term beneficiary shall mean the holder and owner, including pledgee, of the contract beneficiary herein. In construing this deed and whenever the context so requires, the masculine r, and the singular number includes the plural. said grantor has hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whi not applicable; if warranty (a) is applicable and as such word is defined in the Truth-in-Lending beneficiary MUST comply with the Act and Res beneficiary MUST comply with the Act and Res	d the beneficiary is a creditor X DONALD J. HOPERICH
lisclosures; for this purpose use Stevens-Ness Fo If compliance with the Act is not required, disreg	m No. 1310 or equivalent
acknowledgement	SUZANNE HOPERICH
State ofCALIFORNIA	
County of Ventura	SS DONALD L NEEDER
**********	J personally appeared DONALD J. HOPERICH AND SUZANNE HOPERI
OFFICIAL SEAL CHRISTINE H. BARRETT	
NUTARY PUBLIC - CALIFORNIA	*#Worksままは#y株本なお本*Works*(or proved to me on the basis of satisfactory evidence) to b the person(s) whose name(s) is/are subscribed to the within instrument and acknow edged to me, that he/she(they) over the to the within instrument and acknow
PRINCIPAL OFFICE IN VENTURA COUNTY	a state that here executed the tamp in his the the
My Commission Expires January 27, 1995	the entity upon behalf of which the person(s) acted output the person(s), a
(This area for official seal)	Signature bartine to Barrier
	below is OPTIONAL, it could prevent traudulent attachment of this certificate to another document Title or Type of DocumentTRUST_DEED
TO THE DOCUMENT DESCRIBED AT RIGHT:	Number of Pages 1 Date of Document JULY 8 1991
mmmmmm	Signer(s) Other Than Named Above NONE
estate now held by you under the same. Mai	ender and documents to
DATED:	
	Beneficiary
Do not lose or destroy this Trust Dood OR THE N	tOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.
	and a second s
TRUST DEED	
(FORM No. 881)	STATE OF OREGON, County ofKlamath
STEVENS RESS LAW PUB. CO., POHTLAND, UNE.	I certify that the within instrument
	was received for record on the 18th day ofJuly19_9
	at 9:46o'clock A.M., and recorded space reserved in book/reel/volume No. M91on
Grantor	FOR page
	RECORDER'S USE ment/microfilm/reception No. 32098, Record of Mortgages of said County.
Beneficiary	Witness my hand and seal of
	County affixed.
AFTER RECORDING RETURN TO	Evelyn_BiehnCounty_Clerk
Klamath County Title Co.	11
	By Quelene Mullinder Deputy
Klamath County Title Co.	Fee \$13.00 By Dauland Mullinder Deputy
Klamath County Title Co.	By Dauland Mullinder Deputy Fee \$13.00
Klamath County Title Co.	By Dauline Mullinder Deputy Fee \$13.00

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