	32822	TRUST	deed Vol.	mal_Page 15302
	STEPHEN SHRIFTER			, 19.91, between
JACK	antor, <u>MOUNTAIN TITLE</u> <u>M. BAKER & LYNDA BAK</u>	COMPANY OF KLAMATH ER or the survivor	(()))))))	as Trustee, and
	neficiary,			
n	Grantor irrevocably grant KLAMATH	WITNES s, bargains, sells and conv .County, Oregon, describe	eys to trustee in trust,	with power of sale, the propert
	Lot 27, Block 21, the official plat Klamath County, Or	FOURTH ADDITION TO K thereof on file in t regon.	LAMATH RIVER ACRE	S, according to County Clerk of
	WIN DRAF DDODRDWV	TIL THE NOTE IS PAIL DESCRIBED HEREIN WIT . SAID WRITTEN CONS	PHON'N FIRST HAVING	UNREASONABLY WITHHELD.
				And the
		ements, hereditaments and app rents, issues and profits there	ourtenances and all other raised and all fixtures now or l	ights thereunto belonging or in anywith berealter attached to or used in connec
now o tion w sum o	r hereafter appertaining, and the ith said real estate. FOR THE PURPOSE OF SE FOR THE PURPOSE OF SE I	ements, hereditaments and app e rents, issues and profits there <u>CHERE AUNDRED AND NO</u>	burtenances and all other r of and all fixtures now or l of each accement of granto 100Lhs Dollars, with interest thereou by grantor, the final pay	ights thereunto belonging or in anywis bereafter attached to or used in connect or herein contained and payment of the
now o tion w sum o note o not so becom sold, o	r hereafter appertaining, and the ith said real estate. FOR THE PURPOSE OF SE I I even date herewith, payable to oner paid, to be due and payab The date of maturity of the del we due and payable. In the evel	ements, hereditaments and app erents, issues and profits there CHINC PERFORMANCE of FIVE HUNDRED AND NO beneliciary or order and made le AUGUST 01 of secured by this instrument is of the within described propert by the grantor without first bligations secured by this instr and payable.	burtenances and all other r of and all fixtures now or l of each agreement of granto / 100 LhS Dollars, with interest thereou by grantor, the final payr , 19 2001. the date, stated above, on y, or any part thereof, or a having obtained the written ument, irrespective of the	ights thereunto belonging or in anywis bereafter attached to or used in connect or herein contained and payment of th

waive any default or notice of default hereunder or invalidate any act done pursuant 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 sesence with respect to such payment and/or performance, the beneliciary may declare all - ms secured hereby immediately due and payable. In such an declare all - ms secured hereby immediately due and payable. In such an declare all - ms secured hereby immediately due and payable. In such an declare all - ms secured hereby immediately due and payable. In such an declare all - ms secured hereby immediately due and payable. In such an devent the beneliciary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or remedy, either al law or incidence by advertisement and sale, the beneliciary or the beneliciary elects to foreclose by advertisement and sale, the beneliciery or the beneliciary elects to foreclose by advertisement and sale, the beneliciery of the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation are provided in ORS 46.735 to 86.755. Ms any cure sale, and at any time prior to 5 days belore the date the trustee conducts the sale, and at any time prior to 5 days belore the date the truste conducts and sale, and at any time of the cure other than such portion as would onto then be due had to default occurred. Any other default that is capable of not defaults. If the default consists of a laiture to pay, when due stime amount due at the trustine of the cure other than such portion as would onto then be due had to default occurred. Any other default that is capable of being cured may be detail to default occurred. Any other default the is capable of being cured may be detail to may case, in addition to curing the default costs date the stimes and attorney's leas not exceeding the amou

and expenses would get 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 potice of sale or the time to which said sale may place designated in the potice 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 in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel of the purchaser bidder its deed in form as required by law conveying shall deliver to the purchase bidder its deed in form as required by law conveying of the trustice bidder its deed in form as required by law conveying of the trustice bidder of any matters of lact shall be conclusive proof plied. The recitals in thereof. Any person, excluding the trustee, but including the Krantor the properties of the parcels or sale. Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-stantion of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed. (3) to all persons attorney. (2) to the default to payment in the outer of their proving and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor of successor or successor trustee and a successor trustee and there

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or success-to any trustee named herein or to any successor trustee appointed here-sors to any trustee named nervel and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conterred trustee, the latter shall be made by written instrument executed by beneliciary, and substitution shall be made by written instrument executed 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 17. Trustee accepts thrust when this deed, duly executed and acknowledged is made a public 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, beneliciary or trustee shall be 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 attorney, 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 lows 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 695.585.

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Summer description to the ordericary, with loss payable to the latefield policies of imsurance shall be delivered to the beneficiary as soon as insured, if the granitor shell fail for any reason to procure any such insurance and to give said policies to the barneliciary at soon as insured. The same and the second pay policy of insurance now or hereafter placed on said buildings, to be able to the barneliciary at soon as insured. The same at granitor's expense. The amount so collected under any tire or other insurance policy may be applied by beneficiary at soon at option of beneficiary at soon or elease shall be default or notice of default hereunder or invalidate any and thereories any default or notice of default hereunder or invalidate any and the soon and other charges that may be levied or assessed upon of against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon of against said property before any part of such notice. The some and the pay all thereore payment or by providing beneficiary with lunds with which to be meticiary, should the granitor lail to make payment of any taxes, assessed upon definition to paid, with interest at the rate set lorth in the not secured by this trust deed, without waiver of any trights inso from breach of any 0 the payment thereol, end, beneficiary may, at its option, make payment thereol, where that they are bound for the payment of the obligation herein with interest as alloressid, the property and the nonpayment thereol shall, at the option of any apayebie are and attermery and the source by this trust deed immediately due and payable are interesting the source by this trust deed immediately due and payable are interesting and the nonpayment thereol shall, at the option of the payment shall be come in any atters and attorney's lever that sees the beneficiary or truster and attorney's lever the source of this trust deed. The pay and the source of this trust deed ind any action or proceeding payable areading the

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 condennation, beneliciary shall have the right, il it so elects, to require that all or any portion of the monies payable is compensation for such taking, which are in ercess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and paphied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by ben-biciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneliciary's request. 9. At any time and Irom time to time upon written request of bene-liciary, payment of its lees and presentation of this deed and the note tory readorsement (in case of lut) reconveyances, for cancellation), without altecting the inability 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

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	the standar him that he is law-
The grantor covenants and agrees to and with the l Ily seized in fee simple of said described real property a	beneficiary and those claiming under him, that he is law- and has a valid, unencumbered title thereto except
ly seized in fee simple of the	
d that he will warrant and forever defend the same ag	ganise an port
U 1995	
The grantor warrants that the proceeds of the loan represent for a second part of the sec	nted by the above described note and this trust deed are:
The grantor warrants that the proceeds of the loan represen (a)* primarily for grantor's personal, family or household pu (h)* primarily for grantor's personal, family or household pu (h)* conservation and constraints and the second binds all	ourposes (see Important room constructed a taxoo set.
to dead applies to, inures to the benefit of and binds all	Il parties hereto, then holder and owner, including preuges, the masculine siary shall mean the holder and owner the context so requires, the masculine
This deed applies to mark and assigns. The terms of the personal representatives, successors and assigns. The terms in personal representatives, successors and as a beneficiary herein. In secured hereby, whether or not named as a beneficiary herein. In gender includes the termine and the neuter, and the singular num gender includes the termine and the neuter, said grantor has here the secure of the secure	reconstruction in the plural. ereunto set his hand the day and year first above written. X Lule Hisphine Purper
IN WITNESS WILLIGE,	with A fisle fight SHRIFTER
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or not applicable; if warranty (a) is applicable and the beneficiary is a crr as such word is defined in the Truth-in-Lending Act and Regulation Z as such word is defined in the Act and Regulation by making req structure MUST comply with the Act and Regulation by making require	reditor Ling Size
as such which the Act and way his 1319, or equiv	valent.
is compliance with the Act is not required, discount	
	ty ofKlamath)ss. 3/, 19.91, cknowledged before me onJuly 3/, 19.91, TER, 19,
STATE OF OREGON, Count	cknowledged before me on
This instrument was a LYLE STEPHEN SHRIFT by	cknowledged before me on, 19,
This instrument was	
as	The For X Plan
or	/ USU Notary Public for Oregor
and the second s	My commission expires
REQUEST To be used onl	IT FOR FULL RECONVEYANCE Iy when obligations have been paid.
1	, Trustee by secured b
TO:	, Trustee indebtedness secured by the foregoing trust deed. All sums secured by sa indebtedness secured by the foregoing trust deed. All sums are the terms
TO: The undersigned is the legal owner and holder of all i The undersigned is the legal owner and holder of all i unt deed have been fully paid and satisfied. You hereby a unt deed have been fully paid and satisfied in cancel all evider	are directed, on payment to year and trust deed (which are det
TO: The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuant to statute, to cancel all evider berewith together with said trust deed) and to reconvey, with herewith together with said trust deed.	and documents to
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