ORM No. 881—Oregon Trust Deed Series—TRUST DEED.	1.43289
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TRUST DEED

Vol.<u>mal</u> Page **15615**

.....

as Grantor, KLAMATH COUNTY TITLE COMPANY

....., as Trustee. and

WOODROW A. RANDOLPH AND OCTIE S. RANDOLPH, husband and wife

as Beneficiary,

33029

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5114-10.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

> A parcel of land situated in Section 20, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Parcel 1 of Minor Land Partition 44-90, filed March 11, 1991, in Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereol and all lixtures now or herealter attached to or used in connection with said real estate.

FOR THE PURPOSE sum of

...Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

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becomes of the property is option, all obligations secured by this inst herein, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.
To protect the security of this trust deed, grantor without first of the protect preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon, and therean thereon, and pay when due all costs incurred inprovements, condition destroyed thereon, and pay when due all costs incurred interect.
To complete or restore promptly and in good and workmanike marke thereon, and pay when due all costs incurred interect.
To complete or restore promptly and in good and workmanike mark be constructed, damaged or destroyed thereon, and pay when due all costs incurred interect.
To complete or costs were and maintain situation of the Uniform Commerciants on the building or improvement which may be constructed, damaged or destroyed thereon, and the mark statements pursuant to the Uniform Commerciant and the addition of the unit of the thereon and the mark of the thereon and the said premises against loss or damage by the theore and on the said premises against loss or damage by the form any such and the said premises against loss or damage by the statements protein the the and the said premises against loss or damage by the policies of insurance shall be delivered to the bareficiary may town time to time require, in an amount not less that 5.
and mount not less that 5.
and policy of imsurance now or herealter placed on said buildings on any policy of imsurance now or herealter placed on said buildings and policies or the bareficiary and the same at grantor's expense. The amount collected under any let or other insurance policy and in such order as a shorther thereof, any and thereof, and the property and in such order as themeliciary wheread and such notics.
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It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken unler the right of eninent domain or condemnation, beneficiary shall have the right of eninent domain or condemnation, beneficiary shall have the right of eninent domain or condemnation, beneficiary shall have the right of eninent domain or condemnation, beneficiary shall have the right of enine the state of the anisotropy of the anisotropy shall be taken incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorneys (res, both in the trial and appellate courts, necessarily paid to incurred by ben-ticiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and krantor agrees, at its own expense to take such actions 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, payment of its lees and presentation of this deed and the note for endorsement (in case of lull reconveyances, 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

franting any easement or creating any restriction thereon: (c) join in any subordination or other afreement affecting this deed or the lien or charge frantee in any reconvey, without warranty, all or any part of the property. The frantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness therein. Truster's lees for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebredness hereby secured, enter upon and take possession of said prop-ety or any part thereol, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attor-ney's less upon any indebtedness secured hereby, and in such order as bene-liciary may determine.

ney's ters upon any indeptedness secured interpy, and in such other as owner-licitary may determine. 11, The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tize and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as alorsaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. 12. Upon delault by frantor in payment of any indebitdness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the buneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or the beneliciary elects to foreclose by advertisement and sale, the beneliciary may have. In the event the beneliciary elects to foreclose by advertisement and sale, the beneliciary the trustee shall execute and cause to be recorded his written notice of delault and his election to sell the said described real property analisty the obligation secured hereby whereupon the trustee shall incred to foreclose this trust deed in the maner provided in OKS 80.735 to 86.795. 13. Alter the truste has domine to before the drate the trustee conducts the sale, the grantor or any one performs bo privinged by OKS 86.753, may cure sums secured by the trust deed, the delaut may be cured by the delaut to the maner provided in OKS 80.705 to 86.785, may cure in the maner provided in OKS 80.705 to 86.785, may cure sale, and at any time prior to face balor before the drate the trustee conducts the sale, the grantor or any one performance of the S 86.735, may cure sums secured by the trust deed, the delaut may be cured by paying the default or default of the trust deed, the delaut may be cured by paying the obligation or trust deed. In any case, in addition to curing the default the default, the person effecting the cure shall pay to the beneliciary all costs and expenses actually incurred in enforcing the beneliciany at costs and expenses actually incurred in enforcing the balor of the strust deed by law.

together with trustee's and attorney's lees 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 for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying 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 the truthfulness thereot. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's having recurded liens subsequent to the intervent of (2) to the obligation secured by intervent of the surplus, it ans, to the kindited ve to he success in mittees and a reasonable charge by trustee's having recurded liens subsequent to the intervent of the surplus, it ans, to the kindited ve to he survent of the survers and the trustee sufficient. The formed we have success with the rest entitied to such sufficient. Here, the success we have success we are the sale of the trust deed so the formed to be intervent on the success of the success of the success of the success of the trust deed so the success of the base of the success of the base of the success of

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or success surs to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duries construct upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notily any party hereto of pending sale under any other deed of trust on any atrustee such action or proceeding is brought by 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 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 696.585.

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The grantor covenants and agrees to and wind the seized in fee simple of said described real pro-	ith the benel perty and h	ficiary and thos as a valid, uner	e claiming under him, that he is law- ncumbered title thereto
d that he will warrant and forever defend the s	same against	all persons wh	omsoever.
The grantor warrants that the proceeds of the loan r (a)* primarily for grantor's personal, family or hous (b) for an organization, or (even if grantor is a na	atural person) a	are for business or	
This deed applies to, inures to the benefit of and b ersonal representatives, successors and assigns. The term whether or not named as a beneficiary her	binds all parties beneficiary sha rein. In constru	s hereto, their heir all mean the holder ring this deed and v ludes the plural.	rs, legatees, devisees, utinning not of the contract or and owner, including pledgee, of the contract whenever the context so requires, the masculine
ersonal representatives, whether or not named as a beneticiary her ecured hereby, whether or not named as a beneticiary her ender includes the terminine and the neuter, and the singu- IN WITNESS WHEREOF, said grantor	has hereunto	o set his hand th	e day and year first above written.
		1 march	1100his
IMPORTANT NOTICE: Delete, by lining out, whichever warranty ot applicable; if warranty (a) is applicable and the beneficiary	Intion Z. the	RONALD HOP	KÍNS /
to applicable; if warranty (b) is truth-in-Lending Act and Reguls is such word is defined in the Truth-in-Lending Act and Regulation by mak seneficiary MUST comply with the Act and Regulation by Table 1997	lation Z, the king required or equivalent.	, <i>1</i> .	K. Hon V
lisclosures; for this purpose one required, disregard this notice. f compliance with the Act is not required, disregard this notice.		ANJA HOPKI	
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STATE OF OREGON, (This instrument u	county of vas acknowle	dged before me	on <u>August 5</u> , 19 <u>91</u> ,
by Konalu nopki		1 - 1 hotors me	- 07
This instrument w	was acknowid		
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AS	~~	N.A. CC	2 V Jan
and and a start	Ì	Dedia	Notary Public for Oregon
	M	ly commission e	xpires
	EQUELY BAL	RECONVEYANCE	
To be use		RECONVEYANCE gallons have been paid.	
To be use	od only when oblig	gations have been paid.	
To be uit	ed only when oblig , Trustee t all indebtedne oby are directed vidences of ind , without warrs ance and docur	gallons have been pold. ess secured by the d, on payment to y debtedness secured anty, to the partic ments to	foregoing trust deed. All sums secured by said you of any sums owing to you under the terms of by said trust deed (which are delivered to you es designated by the terms of said trust deed the
TO: The undersigned is the legal owner and holder of trust deed have been fully paid and satisfied. You here said trust deed or pursuant to statute, to cancel all en-	ed only when oblig , Trustee t all indebtedne oby are directed vidences of inc v, without warrs ance and docur	gallons have been pold. ess secured by the d, on payment to y debtedness secured anty, to the partic ments to	foregoing trust deed. All sums secured by said you of any sums owing to you under the terms of by said trust deed (which are delivered to you bes designated by the terms of said trust deed the
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