FORM No 481—Oregon Trust Deed Series—TRUST DEED.		COPYRIGHT 1988 STEVENS	-NESS LAW PUB. CO., PORTLAND, OR, 97204
<sup>∞</sup> 3369;	TRUST DEED	Vol.mg1	_Page_ <b>16953</b>
THIS TRUST DEED, made this	day of	Jave	, 19.91, between
as Grantor, ASPEN TITLE JESCROW	.4		as Trustee, and
DT SERVICE, INC. A NEW	TDA CILPARATI		,
as Beneficiary,			
	<i>WITNESSETH:</i>		
Grantor irrevocably grants, bargains, sell in	n described as:	• • •	
PARCER 19, BLUE SI, KLAMANA	TALL FOREST	ENTITES, HIGH.	ery Cl, UNITY,
KLAMATH COUNTY, DRETION			

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or now or herealter appertaining, and the rents, issues and prolits thereof and all lixtures now or herealter 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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the support of the suppor then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

then, at the beneliciary's option, all obligations secured by this inst therein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

1. To comply to restore promptly and to good and workmanlike distroyed thereon, and pay when due all costs incurred therefor, damaged or destroyed thereon, and pay when due all costs incurred therefor.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for lifting same in the proper public office or offices, as well as the cost of all lien searches made by fling officers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter exected on the said premises against loss or damage by fire and such other harards as the beneficiary, with loss payable to the buildings now or hereafter exected on the said premises against loss or damage by fire and such other harards as the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fall or any reason to procure any such insurance and to deliver said policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, under any patternine, or at option of beneficiary at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, and the contract of the property before any part of such taxes, assessments and other charges that may be released to grantor. Such appli

It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the right of entirent domain or condemnation, beneticiary shall have the right, it is to elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess 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 beneticiary and applied 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 henciliciary in such proceedings, and the balance applied upon the indebtedness secured seeply; and grantion agrees at its on expense, to take such actions required by the proceedings of the such actions permation, promptly upon beneficiary's request.

9. At any time and town time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endustenient (in case of full reconveyances, for cancellation), without affecting 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 thereol; (d) reconvey, without warranty, all or any part of the property. The grantee 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 truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein. Trustee's fees 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 appointed by a court, and without refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and synenses of operation and collection, including reasonable attentions and profits in consequence of the property of the entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damade of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 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 proceed to foreclose this furst deed in equity as a mortgage or direct the trustee to foreclose this furst deed in equity as a mortgage or direct the trustee 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 temedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or 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 secured hereby whereupon the trustee shall list the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.715 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the default or defaults. It the default convicts of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occured. Any other default that is capable of being cured may be cured by tendering the preformance required under the obligation or trust deed. In any case, in addition to curing the default of default in the performance required under the obligation or trust deed. In any case, in addition to curing the default of defa

together with truste'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 purchase its deed in form as required by law conveying the property so sold, but without any coverant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive provided the truthfulness thereof. Any person, excluding the trustee, but including the giantor and beneficiary, may purchase at the sale, which are the sale, including the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time amonint a successor or successor.

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 or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortsage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of 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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, heneficiary 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 attainey, who is an active member of the Oregon State Rar, 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 676.50S to 676.50S.

By Charles Muile notes Deputy

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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 (a)* primarily for grantor's personal, family or how (b) for an organization, or (even if grantor is a r					
This deed applies to, inures to the benefit of and personal representatives, successors and assigns. The tern secured hereby, whether or not named as a beneficiary he fender includes the leminine and the neuter, and the sing-	binds all part beneficiary :	ties hereto, their shall mean the ho truing this deed a	heirs, legatees, devisee lder and owner, includ nd whenever the conte	s, administrators, link pleddee, of to	
IN WITNESS WHEREOF, said grantor	has hereun	to set lis hand	the day and year f	irst above writ	ten.
* IMPORIANT NOTICE: Delete, by lining out, whichever warrant not applicable; if warranty (a) is applicable and the beneficiar as such word is defined in the Iruth-in-Lending Act and Regibeneficiary MUST comply with the Act and Regulation by madisclosures; for this purpose use Stevens-Ness Form No. 1319. If compliance with the Act is not required, disregard this notice	y (a) or (b) is y is a creditor ulation Z, the iking required or equivalent.	Oleni Oleni Wie m	Ber Be m. arek	2	
(If the signer of the above is a corporation, use the form of acknowledgement apposite.)					
County of School Canal Service County of School Canal Service Canal Serv	Cou This in		nowledged before me o		,
7-10 ,1991, by	,				
	ot				
JOR Dootha kan			an a		
CA		Public for Oregon	1		(SEAL)
My commission expires: 5-4-72	My con	nmission expires:			
H Prince Control of the Control of t	all indebtedne y are directed idences of ind without warra	ss secured by the control of the part.	o foregoing trust deed you of any sums owin I by said trust deed ( ies designated by the t	which are delive	red to you
DATED: , 19					
			Beneliciary		
Do not lose or destroy this Trust Dood OR THE NOTE which is so	ecures, Beth must	be delivered to the ti	system for concellation before	reconveyance will be	mode.
TRUST DEED			STATE OF OR	.Klamath	} ss.
DEAI J BETICO ROSE M AREZ			I certify the	at the within in record on the Aug	26th day , 1991
DT SERVICE INC.  2001 E FLAMING. \$204  LOT VEGOT NV 891  Beneticiary	SPACE RE FOF RECORDE	₹	at 10:10o'clo in book/reel/vol page 16953 ment/microfilm/ Record of Mortg Witness County affixed.	ck A.M., and ume NoM9 or as fee/fi /reception No. gages of said Co my hand and	recorded 1on le/instru- 33697  ounty. I seal of
DT SERVICE /NC			Evelyn Big	hn. County	Clerk

Fee \$13.00 ---

DT SERVICE INC 2001 & FLAMING # 204

LAT YEARS NV 89121