NE 34.57

FORM No. 881-

TRUST DEED

R-173303

Vol.mg_ Page 18074

ne Trustee and

AND. OR B720

A

STEVENS-NESS LAW PUBLISHING CO., PONTL

Gooding Egg Farm, an Oregon partnership

TRUST DEED.

First American Title Insurance Company of as Grantor.

Oregon Trust Deed Series

reference.

as Beneficiary.

Roy Gooding

WITNESSETH:

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

See Exhibit A, attached hereto and made a part hereof by this

together with all and singular the tenemen's, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rems, issues and profits thereot and all fixtures now or hereafter attached to or used in connecnow or increases appendixed and payment &KWe tion with said real estate. Fion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment &KWe

22,158.09 and Kent Gooding in the amount of \$5676.25 with interest thereon according to the terms of a promissory note of even date herewith, psyable to beneficiary or order and cuade by grantor, the terms of a promissory and terms of a p \$

The date of maturity of the debt secured by this instrument is the date, start J above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, 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 rayable.

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this instance in the beaching option of the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:
To protect preserve and maintain sair property in good condition and repair; not to remove or demolish any build of or improvement theream; not to commit on premit any waste of said property.
To complete or restore promptly and in tood and workmark for detroyed thereon, and pay when due all costs incurred therefor.
To complete or restore promptly and in food and workmark for detroyed thereon, and pay when due all costs incurred therefor.
To comply with all haw, ordinances, regulations, cost orquests, to foin in executing such financing statements pursu un to the filing same in the proper public office or offices, as well as the cost of all line searches made by the beneficiary.
A. To provide and continuously maintain imprese on the buildings new or the said premises an aint loss or damage by the beneficiary.
A. To provide and continuously maintain imprese on the buildings new or have than a such other hazards as <u>the true office</u> and such the latter; all contained the state that the delivered to the hereit any such immune and the latter; all collected of any policy of insurance now or hereal ter rectore and buildings.
To dany policy of insurance now or hereal ter preduct on asbeed sha

in connection with or in enforcing this obligation and trustee's and attorney's iees actually incurred. To appear in and detend any action or proceeding purporting to alloct the security rights or powers of beneficiary or trustee; and in any suit, alloct the security rights or powers of beneficiary or trustee; and in any suit any suit for the foreclosure of this deal of 1 any loss and expense, including any suit for the foreclosure of this deal of 1 any loss and expense, in-cluding evidence of this deal the beneficiary's in trustee's attorney's lees: the amount of attorney's lees mentioned in the preagraph T in all cases shell be decree of the trial court and in the uther adpress to pay such sum as the ap-pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-ney's lees on such appeal. If is muthally adreed that:

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 condemn thon, beneficiary shall has e the right; if its o elects, to require that all or any portion of the monies yearble as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and alt truey's een necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it flist upon any reasonable costs end expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by bene-biciary in such proceedings, and the balance applied upon the indebt-dness secured hereby; and grantor agrees, at its own expense, to take such recions 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 that year and the rate for itelary, payment of its fees and presentation of this deed and the rete for itelative, and grantor for the payment st the indebtdness, trunter may (a) consent to the making of any map or pit 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 thereoi; (d) reconvey, without warranty, all or any part of the property. The granted is any teconveyance may be described as the "person or persons legally entitled thereoi" and the recitals there on law, matters or facts shall be conclusive proof of the truthulness thereoi. Trustee's lees for any of the be conclusive proof of the truthulness thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. I. Upon any default by grantor herrunder, beneficiary may at any firme without motice, either in person, by agent or by a receiver to be ap-pointed by a 'coort, and without rifer upon and take possession of said prop-erty or any part thereoi, in its own name sue or otherwise collect the sents, issues and profits, including these past do and collection, including reasonable attor-ney's fees upon any indebtedness secured hereby, and in such order as ber-reicher wy determine. 11. The watering upon and taking prosession of said property, the collection of such rests, issues and profits, or the proceeds of line and other immerse policies or compensation or awards for any taking or demage of the property, and the application on release thereof as aloresaid, shall not cure or waive any delault or notice of default hereworder or invalidate any act dord pursuent to such notice.

inoperty, and the application or release thereof as aloreasid, shall not cure of waive any datault or notice of default hereonder 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 divertised. In such an devent the beneficiary at his election may process dorechose this trust deed in equity as a mortgage or direct the trustee to foursciose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary raw, have. In the event the beneficiary elects to foreclose by advertisement and sule, the beneficiary or the trustee to all the said described in the trustee of law or the right or othe trustee to all the said described in the thereficiary raw, have. In the event motion thereof as then required by advertisement and sule, the beneficiary or the trustee shall execute and cause to be readed his written motice of default and his election to sell the said described in the time and place of sale, give in the memory provided in ORS 86 135 on 86.795. 13. After the truste default consists of a failure to pay, when due the default or defaults. Unst deed, the default may be cured by paying the sums secured by the trustine of the cure other than such porion as would entite amount due at the discut consists of a failure to pay, when due the default or defaults. Ourse default on other sheat with a scapable of being cured may be downed by tendering the performance required under the being dured may be downed by tendering the performance required under the being dured may be downed by tendering the performance to the bareficiary all cors and expansion or trust deed. In any case, in addition to curing the default cor-defaults. The proton a store of the cure other than such portion as

together with frustee's and attorney's fees 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 succion to the highest bidder her cash, payable at the time of sale on veying that deliver to the purchaser its deed in form as required by law conveying that 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 of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. "Is When truste sells pursuant to the powers provided herein, trustee, shall apply the proceeds of sale to payment of (1) the scharge by truste's attorney, (2) to the obligation secured by the truste of the trustee sate corded lines subsequent to the interest of its firstiee in the exceldent interests in interest of the trust deed as their interests may appear in the order of the trustee in the truste surplus. If any, to the firsting at the interest of the trustees in interest attorney. 16. Beneliciary may are not be successor or success-

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If, Beneliciary may from time to time appoint a successor or successor 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 and all title, powers and duties conferred upon any trustee neared or appointed here-meder. Latter shall be made by written instrument rescuted by beneficiary, and substitution shall be made by written instrument rescuted by beneficiary, which, when recorded it, the mortgage records of the county or countier in which the property is situated, shall be conclusive proof of proper appointment of the successor 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 rodify any party hereto of peneing sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the sustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust company or savings and lean association authorized to to bus ness 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 esciew agent licensed under ORS 676.505 to 696.585.

最初期 电影像对此分析的影响和国际影响 化过敏调度 医硫酸钙酸盐酸酯医硫酸酯酸盐酸酯医普通磷酸盐 网络动力区 法经济的 计行动力 法定事 计分词语言 计正式算	
The grantor covenants and agrees to and with the beneficiary a	and those claiming under him, that he is law-
The grantor covenants and agrees ic and with the bentficiary a seized in fee simple of said described teal property and has a va or encumbrances of record.	lid, unencumbered title thereto
김물의 회사 경험, 문양한, 감독 관계, 감독	whomsever.
that he will warrant and forever defend the same against all per	
The grantor warrants that the proceeds of the loan represented by the above the grantor warrants that the proceeds of the loan represented by the above the second family or household purposes (see Im	re described note and this trust deed are: mortant Notice below),
(a)* primarily for granical spectral granter is a natural person) are for b (b) for an organization, or (even if granter is a natural person) are for b	their heirs, legatees, devisees, administrators, executors,
(b) for an organization, or (even it granted is a binds all part es hereto, This deed applies to, inures to the beneli of and binds all part es hereto, resonal representatives, successors and assigns. The term beneliciary shall mean sured hereby, whether or not named as a bene iciary herein. In construing this ured hereby, whether or not named as a bene iciary member includes the nder includes the leminine and the neuter, and the singular number includes the	olaral
IN WITNESS WHEREOF, said grantor has hereunto set in	s hand the day and year first cost and the day and year first cost and the day and year first cost and the day and the day and year first cost and the day and the day and year first cost and the day and the day and year first cost and the day and
IMPORTANT NOTICE: Delete, by lining out, whiches ar warming (c) or (b) is applicable; if warranty (a) is applicable and the beneficiary is a creditor	That Hording
neficiary MUST comply with the Act and Regulet on by making required	Kent Cobaing
	Steven Gooding
STATE OF OREGON, County of	before me on , 19, 19, 19, 19, 19,
by	19
This instrument was acknowledged	
PUBLY of	
	Notary Public for Oregon
My con	amission expires
EQUEST FOR AUL RECONV	BTANCE hom maid
RECUEST FOR FULL RECONV To be used only when obligations h Trustse	are been poid.
TO:	are been poid.
TO: The undersigned is the legal owner and holder of all indebtedness security to statute, to cancel all evidences of indebted.	ured by the foregoing frust deed. All sums secured by sai syment to you of any sums owing to you under the terms of the secured by said frust deed (which are delivered to you have secured by said frust deed (which are delivered to you to be carries designated by the terms of said trust deed the
TO: The undersigned is the legal owner and holder of all indebtedness secu- trust deed have been fully paid and satisfied. You hereby are directed, on p said trust deed or pursuant to statute, to cancel all evidences of indebtedr said trust deed or pursuant to statute, to cancel all evidences of indebtedr herewith together with said trust deed) and to reconvey, without warranty, herewith together with said trust deed. Mail reconveyance and documents i	ured by the foregoing frust deed. All sums secured by sai syment to you of any sums owing to you under the terms of segment to you of any sums owing to you under the terms ress secured by said frust deed (which are delivered to yo to the parties designated by the terms of said trust deed the to
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REQUEST FOR Full RECONV To be used only when obligations here The undersigned is the legal owner and holder of all indebted heas security deed have been fully paid and satisfie! You hereby are directed, on p The undersigned is the legal owner and holder of all indebted heas secure and trust deed or pursuant to statute, to cancol all evidences of indebted here with all trust deed) and to reconvey, without warranty, estate now held by you under the same. Mail reconveyance and documents to statute now held by you under the same. Mail reconveyance and documents to all the new here or destrey this tren Deed OR THE NOTE which it secures. Better must be del DATED:	area been poid. Ired by the foregoing trust deed. All sums secured by said aryment to you of any sums owing to you under the terms of ness secured by said trust deed (which are delivered to you to the parties designated by the terms of said trust deed th to Beneticiary Inversed to the trustee for concelletion below reconveyance will be made. STATE OF OREGON, County of Tertify that the within instrume was received for record on the 19 at
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Exhibit A

A parcel of land situated in the ElSWl of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 8; thence N. 89°56'00" W. along the South line of said Section 8, to the southerly extension of an existing fence line; thence N. 00'15'18" E. along said fence line 2301.64 feet to the Southerly right of way line of State Highway 140; thence S. 65°48'24" E. 1449.58 feet to the East line of said Section 8; thence S. 00°00'45" E. 1709.10 feet to the point of beginning.

Leturn - Kete

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Filed fo	for record at request Sept	of A.D., 19 of	<u>91.</u> at <u>2:18</u> Mtgs	o'clock	on Page	duly recorded in Vol 18074 County Clerk		
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