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TRUST DEED

THIS TRUST DEED, made this _____ 30th _____ day of _____ May JEANETTE M. MALLORY

-TRUST DEED

FORM No. 881-Oregon Trust Deed Series

....., 19.91 , between

VENS NESS LAW FUELISHING CO . FORTLAND, OR STAD Vol. mg/ Page 18165 @

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY Grantor ESTATE OF HARROLD MILLER MALLORY, acting by and through its duly qualified and acting Personal Representative as Beneficiary,

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WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

in Klamath County, Oregon, described as: Beginning at a point in Lot 11 in Block 113 of BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, which said point is the intersection of the Westerly line of California Avenue and the Southerly line of Arch Street; thence along the Easterly line of said of said lot to the Southeasterly corner thereof; thence along the Southerly line of said lot, 100 feet; thence on a line parallel with the Westerly line of California Avenue to the Northerly line of said lut; thence to the place of beginning; being the Easterly 100 feet of Lot 11 in Block 113 of Buena Vista Addition to the City of Klamath Falls, Oregon, less the Westerly 3 feet of said described premises conveyed to T.B. Watters by Deed dated April 1, 1942, recorded March 6, 1944, in Book 163 at page 51, Deed Records of Klamath County, Oregon.

herein, shall become immediately due and payable. ***real pr To protect the security of this trust dred, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remuse or demolish any building or improvement thereon; not to compile or restore prompily and in good and workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereion; 3. To comply with all laws, ordinances, regu ations, covenants, condi-tions and restrictions allecting said property; if the tenticizery so requests, to join in executing such linancing statements pursuant to the Uniform Commer proper public olfices or offices, as well as the cost of all lien sarches made by filling olficers or searching agencies as may be tened desirable by the beneficiary. 4. To novide and continuously maintain in the by the

chil Code as the beneficiary may require and to pay for filing same in the portion public office or offices, as well as the cost of all lien searches made beneficiary differes or searching agencies as may be 'vermed desirable by the sentences' or provide and continuously maintain instrance on the buildings and such other harards as the said premises agains loss or damage by the analysis of the said premises agains' loss or damage by the analysis of the said premises agains' loss or damage by the said premises agains' loss or damage by the said premises agains' loss or damage by the analysis of the bareficiary may form the present of the latter; all the grantor shall fail for any reason oproctice and such insurance shall be delivered to the beneficiary may form the said building's and any procure the same at deter paced on said buildings callected under any fire or other insurance polient of a sub insurance. The amount collected under any fire or other insurance polient and be applied by beneficiary may determine, or at option of beneficiary the entire of the collected, or elease shall be delivered to deliver as beneficiary may determine, or at option of beneficiary the entire of the collected or or release shall act one pursuant to such notice.
5. To keep said premises free from construction liers and to pay ell taxe, assessments and other charges that may be level or answerd, either the there of the same the apprint of the collecter or beneficiary with the boligations described in mastered, with the orbitation or release shall act and promptly before any part of such taxes, assessments and other charges that may be level or ansares, either there of and the amount so paid, with interest at the rate set forth in the not excured thereby direct payment or by providing beneficiary will funds with which to the fore any part of such taxes, assessments and other charges that the string here here and to pay ble the string of the second pay all taxes described and the granton there at its option, nake payment

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pellate court shall adjudge reasonable as the betaken i ney's lees on such appeal. It is mutually agreed that: 3. In the event that any portion or all of said i roperty shall be taken under the right of eminent domain or condemnation. Beither with a straight of the amount required right, it is so elects, to require that all or any portion of the amount required to pay all reasonable costs, expenses and attorney's of the amount required to pay all reasonable costs, expenses and attorney's first necessarily paid or applied by it first upon any reasonable costs and expenses to beneficiary and both in the trial and appellate courts, necessarily paid or incurred by bene-ficiary in such proceedings, and the balance applied upon incurred by bene-ficiary in such proceedings, and the balance applied upon the indobtedness and execute such instruments as shall be necessarily not the indobted pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon whitten request of bene-ficiary, payment of its fees and presentation of this deed and the mole for endorsement (in case of full reconvegances, for cancellation, thout allecting (a) consent to the making of any map or plat of said progetive (b) join in

rument, irrespective of the maturity units compared intercent in the party described above, such a transfer being hereinafter defined. granting any essement or creating any restriction thereon: (c) join in any subordmation or other agreement efficiency is an efficiency of the intercent of the

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together with trustee's and attorney's fers not exceeding the amounts provided by law. 14. Otherwise, the sule shall be held on the date and at the time and place designated in the notice of sule or the time to which sold sale may in one parcel or in separate parcels and shall sell the parcel or parcels at suction to the high separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying plied. The recitable, but without any covenant or warranty, express or im-of the truthfulness thereof. Any person, excluding the trustee, but including the grants beneficiary, may purchase at the sale. but including the grants denoted soll as to payment of (1) the expense of sale, in-cluding the compensation of the trustee and a reasonable charge by trusters attorney. (2) to the obligation secured by the trust deed, (3) (or all persons having recorded lines to the interest of the trustee in the frust expression. (2) to the obligation secured by the trust expression at the surplus. If Brant to the fraction to the interest of the trustee in the trust expression of the trustee and a reasonable charge by trusters attorney. (2) to the obligation secured by the trust deed, (3) (or all persons having recorded lines subsequent to the interest of the trustee in the trust explan. If Branteria the fraction or to his successor in interest entitled to such aurplus. If Branteria may from time to the interest of the trustees to the trustee.

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. For a surplus, if any, to the grantor or to mis successor in interest entitled to such surplus. If Beneficiary may from time to time appoint a successor and or any trustee named herein or to any successor trustee appointed her-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and durba conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument recuted by beneficiary, which, when recorded in the mortgage records of the county or counties in which the successor trustee. Trustee the successor trustee acknowledged is made a public record as provided by law. Trustee is not obligated to motily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, heneliciary or trustee shall be a party unless 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 frustee herein for must be either an attorney, who is an active member of the Oregon State Bor, a brink, that 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, offiliates, agents or stanches, the United States or any agency thereaf, or an escrow agent licensed under ORS 696.505 to 696.505.

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 velid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever. Grantor agrees that should she "transfer" the real property which is the subject of this Trust Deed and the Note which it secures, then the entire unpaid balance, irrespective of maturity dates expressed therein or herein, shall become immediately due and payable. "Transfer" as it is utilized herein shall include any agreement whereby Grantor shall

"Transfer" as it is utilized herein shall include any agreement whereby Grantor shal agree to sell, convey, assign, alienate, transfer or exchange any interest, whether legal or equitable, in the real property or its improvements, described hereinabove.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b)- for an organization, or (even if grantor is a natural person) are for business of commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assign. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neutr, as it is singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

MEANETTE M. MALLORY

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiery is a creditor as such word is defined in the Truth-in-Lending At and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1119, or equivalent, if compliance with the Act is not required, disregare this notice.

math STATE OF OREGON, County of Kla) ss. This instrument was acknowledged before me on In sty Seantte M. Mallory bv This instrument was acknowledged before me of by of 🔅 Hu wen sload VIVIENNE I. HUSTEAD Notary Public for Oregon NOTAEV PUBLIC-OREGON - 9 My commission expires Commission Existes

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

...., Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the toregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to carcel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail econveyance and documents to

DATED:

The second second

TO:

Beneliciary

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De net loss or destroy this Trust Deed OR THE NOIE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be mad

TRUST DEED (FORM: No.: 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE	(FOEM-No. 81) ENSINESS LAW PUB CO. PORTLAND ORS.	STATE OF OREGON, County of Klamath }ss. I certify that the within instrument was received for record on the llth. day of Sept. 19.91,
Jeanette M. Mallory		
		t 10:17 o'clock A.M., and recorded
Grantor	SPACE RESERVED	in book/reel/volume No. <u>M91</u> on page <u>18165</u> or as ree/file/instru- ment/microfilm/reception No. <u>34401</u> , Record of Mortgages of said County. Witness my hand and seal of County affixed.
The Estate of Harrold Millen		
Mallory Beneficiary	·청태왕·성태·영왕왕·태왕·영왕·영왕·영왕·영왕·영왕· 황영왕·영·영왕·영왕(李왕帝)·영왕·영왕·영왕·	
AFTER RECORDING RETURN TO Neal G. Buchanan Attorney, for Personal Rep. 601 Main St., Suite 215 Klumath Falls, OR-97601	Fee \$13.00	Evelyn Biehn, County Clerk NAME By Addictor Mails not the Deputy