FORM No. 881-Oregon Trust Deed Series-TRUST DEED		Mrc	22	3126	0	COP
34529			Т	RUST	DEED	
김 아님 노력화가의 여행되었는 것 같 같		12	2th		lav of	Sep
THIS TRUST DEED, made Mark S. Hemstreet	this			a	ay or	
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Vol. mal Page 18407 tember 19.91 hetween

as Trustee, and

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MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY Eastport Equities Corporation, an Oregon corporation as Grantor,

as Reneficiary.

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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:

Lots 3, 4 and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon, TOGETHER WITH that portion of vacated Almond Street by Vacation Ordinance No. 6597 recorded 7/6/90, Volume M90, at page 13373, Microfilm Records of Klamath County, Oregon.

This document is being rerecorded to add the name of the Trustee.

together with all and singular the tenerients, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the ients, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of TWO Hundred Nineteen Thousand Five Hundred and no/100ths Dollars

herein, shall become immediately due ar d payable. To protect the security of this tust cleed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any bilding or improvement it areon; not to commit or permit any waste of said projetty. To complete or restore prompily and in good and worknanlike manner any building or improvement which may be constructed, damales of destroyed thereon, and pay when due all costs neutred therefor. 3. To comply with all laws, ordinancis, regulations, covenants, condition ion and restrictions allocting statements persuant to the Uniform former of as the beneficiary may require and to pay for time of the proper public offices, as well as the cost of all lien searches matches by liling officers or searching agencies as may be demend desirable by the beneficiary.

your in executing such dimening statements present to the Uniform Commercial Code as the heneliciary may require and to pay for filing stare in the pay for the

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 cond mnation, beneficiary shall have the right, if its o elects, to require that all or any portion of the money payable as compensation for such taking, which are in recess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceeding, shall be paid to bene hirary and applied by it first upon any reasonable costs and expenses and attorney's tes, both in the trial and appellate courts, necessarily paid or incurred by bene biciary in such proceedings, and the balance applied upon the invebtedness 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 beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary, payment of its lees and presentaion of this deed and the note for findary, payment of our person for the payment of the indebtedness, trastee may (a) consent to the making of any map of plet of said property; (b), join in

franting any easement or creating any restriction therein: (c) join in any 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 frantee in any reconveynne may be described as the "person or pertons frequily entitled thereoi." and the recitals therein of any matters or lack shall be conclusive proof of the truthlulness thereoi. Trustee's less for any of the services mentioned in this paradisph shall be not less than \$5. To Upon any default by grantor bereamler, beneficiary may at any time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, in its own name sue or otherwise collect the rents issues and profits, including thereing and collection, including reasonable attor-ney's less upon any indebtedness secured hereiny, and in such order as bene-biciary must determine. 11. The entering upon and taking presention of said property, the follection of such rents, issues and profits, for the procession of said property, the follection of such rents, issues and profits, for the procession of said property, the follection of such rents, issues and profits, or the procession of said corber insurance policies or compensation or awards for any taking or demage of the property, and the application or release hered as doreshid, shall not cure or waive any default by grantor in payment of any indebtedness secured hereone to such rolice.

where is and the application or release thereof as aforshid, shall not cure or waive any default or notice of default hereunder or imalidate 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 hereurder, time being of the sence with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and proceed are provided in endot of the sence to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and proceed are provided in endot in equity as a mortgade or direct the trustee to pursue any other right or devert the beneliciary at his election may proceed arecides this trust deed by endot to foreches by advertise to be reactive this trust deed of vertisement and sale, or may direct the trustee to pursue any other right or the beneliciary elects to foreches by advertisement and sale. In the event the beneliciary elects to foreches by advertisement and sale, the herekiciary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said describent in the and place of sale. Five in the required by the required bot 755 to 85 795. 13. After the trustee Sale and proceed to foreclose this trust deed sale, and at any time prior to 5 days being the solution by advertisement and sale, and at any time prior to for store the date the surface conduct. At some secured by the trust deed. In any case, in addition to curing the default end the element and sale cured by rendering the prior as would entire amount due at the induct course of the order by advertisement and sole, the default occured Arm other data is availed effort being cured may be cured by endering the policitie dual that is capable ef-bering cured may be cured by the default occured Arm other data it the truste and end of defaults, the person different for the solicition of the trust defaults, the person different fr

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 will said properly either in one parcel or in separate parcels and sale sail the parcel or parcels, at suction to the highest bidder for cash, pavable at the time of parcels, at shall delive to the purchaser its deed in form as required by parcel, arti-rustion to the highest bidder for cash, pavable at the time of parcels, at shall delive to the purchaser its deed in form as required by parcels, art in the property so sold, but without any covenant or warranty, parcels, and the truthfulness thereoi. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. Is. When trustee sells pursuant to the powers provided herein, frustee shall apply the proceeds of sale to payrentio of (1) the expense of salt, in-cluding the compensation of the trustee and a reasonable chafe by trustee storper, (2) to the obligation secured by the trust (ed., (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust surplus, if any, to the granter or to be successor in interest entitled to such surplus. (6. Eventiciary may hem time to time appetint a successor or succe-

surplus, if any, to the Stantor or to his successor in interest entitled to such surplus. If Ernötkiary may from time to time appoint a successor or succes-ors to any trustee named herein or L am subcrownance to the successor rustee, the latter shall be vested with all built pones and duties conterest into a substitution what herein and without pones and duties conterest and substitution shall be made by written instrument executed by beneficiary. which, then recorded in the moretage could be recuted to proper appointment of the successor trustee accepts this trust when this developed by law. Trustee here and all developed to the substitution of the successor trustee which, when recorded in the moretage could be the county or counties in which the property is situated, shall be conclusive prove of proper appointment of the successor trustee accepts this trust when this devel, duly executed and acknowledded is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other ideed in trust or party in the 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 Gregon 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 outhorized to insure title to real property of this state, its subsidiaries, affilicites, agents or branches, the United States or any agency thereof, or an escrow agenc becaud under CPS 676 505 to 670.585.

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The grantor covenants au fully seized in fee simple of said	nd agrees to and	with the beneficiary and	1840 I those claiming under him, that he is la
Tury seized in ree simple of said	u desimbed reai p	NOPERIS AND NAS A V8110.	, unencumbered title thereto
and that he will warrant and f	orevet defend the	same adainst all nersor	e whomsoare
	고실 영습환자가 신유 그가가 신 11 : "승규는 가 관람가"는 가 19 : 아이는 아이는 아이는 아이는 아이는 같아요. 관람이는 아이는 아이는 아이는 아이는 아이는 아이는 아이는 아이는 아이는 아		
DAY THE HERE A PLACE AND A LOCAL AND A	NAA KOKWARKA KAN	AND AND A WAY AND AND A WAY AND A	cribed note and this trust deed are:
(D) for an organization, or (e	ven it granfor is a n	atural rerson) are for busines	s or commercial purposes.
secured hereby, whether or not name	i assigns. I ne term 1 as a beneficiary he	Deneticiary shall mean the F	heirs, legatees, devisees, administrators, execu- older and owner, including pledgee, of the cont and whenever the context so requires, the mascu
gender merdues me reminine and me	neuter and the singu	lar number includes the plura	l. I the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining o	ut, whichever warranty	(a) or (b) is Math	d'Allowstoet
not applicable; if warranty (a) is applicat as such word is defined in the Truth-in- beneficiary MUST comply with the Act a	ble and the beneficiary Londing Act and Regu nd Regulation by mak	is a creditor Mark S. lation Z, the ing required	Hemstreet
disclosures; for this purpose use Stevens-N If compliance with the Act is not required	less Form No. 1319, o	r equivalent.	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)			
STATE OF OREGON,)	STATE OF OREGON.	
County of Washington) 55.	County of	
This instrument was stimowle September 10// 7, 91	dged hefore me on by		knowledged before me on
Mark S. Hemstreet		8 5	
Shines en Ol	Ewarts.		
(SEAL) Nota	Public for Oregon	Notary Public for Oregon My commission expires:	n (SE
	1/~1/73	i my commission expires.	
		JEST FOR FULL RECONVEYANCE	
το:			
The undersigned is the legal ow	vner at d holder of al	l indebtedness secured by th	e foregoing trust deed. All sums secured by s
said trust deed or pursuant to statut	e, to cancel all evid	ences of indebtedness secure	you of any sums owing to you under the terms d by said trust deed (which are delivered to y ies designated by the terms of said trust deed
estate now held by you under the sam			
DATED:	, 19		
			Beneliciary
가는 것을 통해 있는 것을 통해 가슴을 가지 않는다. 같은 것은 것은 것을 가지 않는다. 것은 것을 가지 않는다. 같은 것은 것은 것은 것은 것은 것은 것은 것을 같은 것을 같이 없다.	R THE PUTE WAICH IT SPEC	res. Born must be converse in the t	rustes for cancellation before recenveyance will be made.
E OF OREGON, ounty of Klamath SS.			STATE OF OREGON.
for record at request of:		OHAN	County of
Mountain Title co.		13 2314	I certify that the within instrume was received for record on the 2thde
is <u>25th</u> day of <u>Sept</u> , A <u>9:34</u> o'clock <u>A</u> M. ar			ofSept., 19
I. <u>M91</u> of <u>Mortgages</u> Pa Lyn Biehn County Clerk		STORE THE STRUED	in book/reel/volume No page nor as fee/file/instru
By <u>Ocuslime</u> Mull	Deputy.	REGENTING MEED	ment/microfilm/reception No
	Deputy.		Witness my hand and seal
\$10.00		ALLOFVER	
\$10.00 MOUNTAIN TITLE COMPANY OF	S		County affixed.

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