THIS TRUCK	TRUST DEED	vol. m9/ P	age <b>21253</b> (
THIS TRUST DEED, made this FRANK B. MARSHALL and MILDRED E. M. as Grantor, MOUNTAIN TITLE COMPANY	MARSHALL, husband	October	
as Grantor, MOUNTAIN TITLE COMPANY BRUCE L. GUSTAFSON & ALEXIS GUSTAF as Beneficiary	OF KLAMATH COUNTY	nd wife	betweer
· · · · · · · · · · · · · · · · · · ·			***************************************
Grantor irrevocably grants, bargains, se in	WITNESSETH: Ils and conveys to trusto ion, described as: A PART HEREOF BY TE	ee in trust, with power	of sale, the property
		TO REFERENCE	

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS & LOAN,

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and prolits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the

with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granted by the second and payment of the second se

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note or even date nerewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable PER TERMS OF NOTE

The date of maturity of the debt secured by this instrument is the date, stated 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, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

To protect the sacretic of this instrument, irrespective of the maturity dates expressed therein, or

sold, conveyed, assigned or alienated by the grantor without first then conveyed, assigned or alienated by the grantor without first then, 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 food condition to commit or femove or demolish any baid property in food condition to commit or femove or demolish any baid property in food condition to commit or femove or demolish any baid property in food and workmalike destroyed thereon, and payable and the constructed damaged or it in an interestrictions allecting said property.

2. To comply with all laws all costs incurred therefore, and payable and costs incurred therefore, and payable and costs incurred therefore, and payable destroyed thereon, and payable and laws ordinances, regulations, covenants, conditions in the comply with all laws all laws

## It is mutually agreed that:

It is mutually agreed that:

S. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation, beneficiary shall have the right of it so elects, to require that all or any portion of the monies payable as compensation for such take, which are in excess of the amount required as compensation for such take, which are in excess of the amount required incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appelled courts, necessarily paid or attorney's fees, it is on the trial and appelled courts, necessarily paid on the indebtedness and execute such instruments as shall be necessary in obtaining such compensation, promptly upon mediciary's request.

At any time and from time to time upon written request of beneators payment of its fees and presentation of this deed and the note for 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 attretting this deed or the lien or charge thereof; (d) reconvey without warranty, all or any part of the property. The legally entitled thereof and the recitals therein d as the "person or persons be conclusive proof of and the recitals therein d any matters or laces that the conclusive proof of the truthfulness thereof. Trustee's lees for any of the truthfulness thereof. Trustee's lees for any of the 10. Upon any default by franton hereunder, henchears may at any pointed by a court, and without regard the adequacy of any security for erfy or any part thereof, in its own name or otherwise collect the rens. less costs and terchy secured, enter upon and take possession of said proprisuses and profits, including those past due and unpaid, and apply the same, less costs and terches of operation and collection, including reasonable attenticity may defended be secured hereby, and in such order as benefits and the property of the entering upon and taking possession of said property, the insurance policies or compensation or release and for a staing or damage of the property, and the application or release thereof as aforesaid, shift not cute of pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Personal of the property of the property

together with trustees and attorney's lees not exceeding the amounts provided by law. [4]. Otherwise, the sale shall be held on the date and at the time and be compensed in the notice of sale or the time to which said sale may have postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell earcel or parcels at shall deliver to the purchase parcels and shall sell earcel or parcels at shall deliver to the purchaser ts deed in form as required by law conveying plied. The recitals in the deed of any matters of lact hall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale trustee, but including shall apply the proceeds of surveying the property so sold the trustee sells pursuant to the powers provided herein trustee shall apply the proceeds of surveying the trustee to the trustee compensation of the trustee and a reasonable challe by frustees having recorded here subsequent to the interest of the trustee in the trust aurplus, if any, to the knowledger in the order of their pravatity and (4) the surplus is any, to the knowledger in the order of their pravatity and (4) the surplus is any, to the knowledger.

surplus, it 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 successor to the programment of the successor trustee appointed because the surplus of the appointment, and a successor trustee appointed because the surplus such appointment, and a surplus of the su

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 escribe agent increased under ORS pro-525 to 670 585.

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 except Trust Deed recorded July 18, 1977 in Volume M77, page 12700, Microfilm Records of Klamath County, Oregon in favor of Klamath First Federal Savings and Loan Association, Klamath Falls, Oregon, as Beneficiary and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described

(a)* primarily for grantor's personal, fa (b) for an organization, or (even it ge		es (see Important Notice belo are for business or commerci	
This deed applies to, inures to the ben personal representatives, successors and assign secured hereby, whether or not named as a be gender includes the teminine and the neuter, a	noticines bassin In	han mean the holder and own	s, devisees, administrators, executors wer, including pledgee, of the contract the context so requires, the masculine
IN WITNESS WHEREOF, sai	d grantor has hereunt	o set his hand the day an	d year first above written.
		1600	12 4
* IMPORTANT NOTICE: Delete, by lining out, which not applicable; if warranty (a) is applicable and the	a hanaficiam to a seeding	FRANK B MADSH	aishall
as such word is defined in the Truth-in-Lending A beneficiary MUST comply with the Act and Regul	ation by making constant	Melder	Dranshau
disclosures; for this purpose use Stevens-Ness Form If compliance with the Act is not required, disregar	No. 1319 or equivalent	MILDRED E. MARS	HALL
1977		***************************************	
STATE OF OR	REGON County of	Klamath	<b>&gt;</b>
This inst	trument was acknowle	déed before me on	October 10 19 91
by FRANK B	. MARSHALL and M	LLDRED E. MARSHALL	***************************************
This inst	trument was acknowle	dged before me on	, 19,
as	************************************	·.	
	<u>i</u>		
		A1 + 206	620
		Yush C.	Acad
	•	1	Notary Public for Oregon
	IVI.	y commission expires	(41.96.4.7.7
	REQUEST FOR FULL R		
	To be used only when obliga	tions have been paid.	
TO:	, Trustee		
The undersigned is the legal owner and	holder of all indebted		
tiust deed have been fully paid and satisfied.	You hereby are directed.	OR REVENENT to your of any av-	man manda a a manda a a a a a a a a a a a a a a a a a a
said trust deed or pursuant to statute, to can herewith together with said trust deed) and to	icel all evidences of indel	stedness secured by said tour	a dood finhink on dilling a comme
estate now held by you under the same. Mail	reconvey, without warrant reconveyance and docume	y, to the parties designated nts to	by the terms of said trust deed the
in the control of the			•
DATED:	, 19	***************************************	
- 1 節名 (報) 伊美国語 (トラン) かままだけられた (ARENT) - Min (ARENT) - ARENT			engar pinggi ina na
o de la companio del companio de la companio della	the transfer of Augustia	. øen	eficiary
Do not lose or destroy this Trust Deed OR THE NOT	E which it secures, Both must be	delivered to the trustee for concellat	ion before reconveyance will be made.
	K (Kalinea - m.) - make a langu la siliku si siliku si	Problems Constitution (1)	SA S
	TI TI		
TRUST DEED		STATE C	F OREGON,
(FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.			of
7.62.9 5.75. 10		<b>\</b>	tify that the within instrument
FRANK B. MARSHALL and MILDRED	E. MARSHALL		ed for record on theday
730 DOTY ST. KLAMATH FALLS, OR 97601			oclock
Grantor	SPACE RESE		el/volume No on
BRUCE L. GUSTAFSON and ALEXIS	GUSTAFSON FOR		or as fee/file/instru-
957 TRAVIS AVE.	RECORDER'S		rofilm/reception No,
EUGENE, OR 97404		Record of	Mortgages of said County.
Beneficiary	pwa in ginjaki .	odlata i 💢 <b>Wi</b> i	ness my hand and seal of
AFTER RECORDING RETURN TO	11		
MANIAMINATAL MANIATION OF COMPANIA	EFERNATE EN 1991 - 1991	County at	
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY	. FWARESTIM VIII.		

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 07/18/77, in Volume M77, Page 12700, Microfilm Records of Klamath County, Oregon, in favor of KLAMATH FIRST FEDERAL SAVINGS & LOAN, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of KLAMATH FIRST FEDERAL SAVINGS & LOAN, and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

The Beneficiary shall pay the real property taxes each year, beginning with the 1991-1992 fiscal year, and the Grantor shall reimburse Beneficiary directly each year when Beneficiary presents Grantor with paid real property taxes receipt until such time as the underlying Klamath First Federal Savings & Loan Trust Deed & Note is paid in full, then Grantors shall pay real property taxes on their own as set forth in this Trust Deed and Note mentioned herein.

MTC NO: 26375-KR

## EXHIBIT A LEGAL DESCRIPTION

The following described property, situated in Klamath County, Oregon, to wit:

Beginning at a point on the Southerly line of Doty Street 46 feet East of the Northwest corner of Lot 3 in Block 7 of FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, running thence East 40 feet along the line of said Doty Street; thence South and parallel to the Easterly line of Lot 2 in Block 7 aforesaid 110 feet to the South line of Block 2, aforesaid; thence West along the South line of Blocks 2 and 3, aforesaid, a distance of 40 feet; thence North and parallel to the East line of said Lot 3 a distance of 110 feet to the place of beginning, being the Easterly 6 feet of Lot 3 and the Westerly 34 feet of Lot 2 both in Block 7 of FIRST ADDITION to

STATE OF	OREGON: C	OUNTY OF	KLAMATH: ss.				
Filed for re	oct.	est of A.D., 19 of	Mountain Title 91 at 3:35 Mortgages	o'clock P_N	1., and duly recorded e21253	10th in Vol. <u>M91</u>	dag
FEE \$	23.00			Evelyn B	iehn - County Cl	erk Ulsendare	