## K-43373 TRUST DEED

## Vol.<u>m9/</u> Page **25276**%

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THIS TRUST DEED, made this PATRICIA E. BELL AND JUDITH A.	25th day of HURLEY, not as tena	nts in common,	but with	the	
-i-b+a of curvivorship			*****************	, as Trustee	
as Grantor, KLAMATH COUNTY TITLE GENO GHELLER AND JESSIE L.V. GE	HELLER, husband and	wife, with			
full rights of survivorship				***************************************	
as Beneficiary.	<u> Anna de Lei a ser</u>			Safer Bridge	

WITNESSETH:

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

Lot 393 Block 113, Mills Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if not sooner paid, to be due and payable November 1 xx 2006

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. 

not somer paid, to be due and payable

The date of maturity of the debt secured by this instrument is to becomes 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 demoliarly building or improvement thereon; not to commit or permit any water property.

To compile or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor.

Jo comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary components of the proper public office or offices, as well as the infinity of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the deemed desirable by the beneficiary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the ordinary of the proper public office or offices, as well as the proper public office or offices, as well as the proper public office or offices, as well as the public office or offices, as well as the proper public office or offices, as well as the proper public office or offices, as well as the proper public office or offices, as well as the proper public office or offices, as well as the proper public office or offices, as a constant or office or insurance and to public offices of the proper public offices or offices,

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 condemnation, beneliciary shall have the right, it it so 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 lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and incurred by grantor in such proceedings, and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in such proceedings, and the balances applied upon the indebtedness secured hereby; and grantor agrees, at it own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its lees and prevention of this deed and the note for liciary, payment of its lees and prevention of this deed and the note for endorsement (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 affecting this deed or the lien or charge thereof; (d) recorvey, without warranty, all or any part of the property. The thereof; (d) recorvey, 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 there of any matters or tacts shall legally entitled thereto," and the recitals there of the training the conclusive proof of the truthiluness thereto. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent beneficiary may at any time without notice, either in person, by agent beneficiary may at any time without notice, either in person, by agent of 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 tade possession of said property or any part thereof, in its own name sus or otherwise collect the rents, issues and profits, including those past durand unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or 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 exclanation.

property, and the approximation of the control of t

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 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, psyable at the time and shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warrnity, express or in the deed of any matters of fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee statorney, (2) to the obligation secured by the trust ded, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trusteed and 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 sorts to any trustee may trong time to time appoint a successor or successors to the trustee or successors to th

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed heresons to any trustee named appointment, and without conveyance to the successor trustee, the latter shall be vested with all tille, powers and duties conferent upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary of the trustee accessor trusteed, shall be conclusive proof of proper appointment of the successor trustee, 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, beneficiary 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 attarney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association 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 696.505 to 698.585.

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

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 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 it grantor is a natural person) are for business or commercial purposes.

ladatase devisees administrators, executors,

This deed applies to, inures to the benefit of and binds all parties personal representatives, successors and assigns. The term beneficiary sha secured hereby, whether or not named as a beneficiary herein. In constru- gender includes the feminine and the neuter, and the singular number incl	ing this deed and whenever the context so requires, the haddenne udes the plural.
in WITNESS WHEREOF, said grantor has hereunto	set his hand the day and year mor
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* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor not applicable; if warranty (a) is applicable and the beneficiary is a creditor.	PATRICIA E. BELL
not applicable; it warranty (a) is upplicable and Act and Regulation Z, the	
beneficiary MUST comply with the Act also disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.	white a. Huley & Taturio 6
it compliance with the	JUDITH A. HURLEY
	(Joossian Inc.)
	Klamath \es
STATE OF OREGON, County of	Klamath )ss.  dged before me on November 26 19 91  If and as attorney in fact for Judith A.
This instrument was acknowle	of the desired series
Patricia B. Berrio	II] OST
This instrument was acknowle	dged before me on
0 110 147 10	
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
PU91102	
	00 11 00
	Libea Haule Jacon Notary Public for Oregon
그 그의 생활화하다. 하는 주요요는 요리는 물로 들어가는 이 경기를 받는다.	10.02
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	A POLITICE VALICE
REQUEST FOR FULL	
To be use only when oblig	BIIONE DOAS DESK POIG.
, Trustee	
TO.	t all some secured by said
The undersigned is the legal owner and holder of all indebtedne trust deed have been fully paid and satisfied. You hereby are directed said trust deed or pursuant to statute, to cancel all evidences of ind herewith together with said trust deed) and to reconvey, without warra estate now held by you under the same. Mail reconveyance and documents	nty, to the parties designated by the terms of said trust deed the
estate now neid by you under the same	
DATED: , 19	The state of the s
DATED:	
	The second secon
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must	be delivered to the trustee for concellation before reconveyance will be made.
Do not lose or destroy this Trust beed OR the North	and the first of the second of
	STATE OF OREGON,
TRUST DEED	County of Klamath
(FORM No. 881-1)	I certify that the within instrumen
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	was received for record on the 4th da
	of
	at 9:37 o'clock A.M., and recorder
	et 9:3/ O'Clock
grander of the first and the control of the control	in book/reel/volume No. M91 o

AFTER RECORDING RETURN TO KCTC-COLLECTION DEPARTMENT

SPACE RESERVED FOR RECORDER'S USE page ....25276..... or as fee/file/instrument/microfilm/reception No38175 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By Drule Mullandere Deputy