440 26854 KR)

 		 _
200	146	
<b>3</b> 99		

## TRUST DEED

## Vol. mg 2 Page 104

14	· 🔗
	_

THIS TRUST DEED, made this	11day of	January	,	19. <u>92,</u> between
GIOVANNI MANGIONE		•••••		
as Grantor MOUNTAIN TITLE COMPANY.	OF KLAMATH COUNTY			, as I lustee, and
MALTER W. CASEBEER				
	***************************************			

as Beneficiary.

## 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, 5, 6 and 7 in Block 19 of FIRST ADDITTION TO BONANZA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SPECIAL TERMS: Grantor herein reserves first right of refusal in the sale of the Note secured by this Trust Deed.

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 profits thereof and all fixtures now or hereafter attached to or used in connections of the state of Ontion with said real estate.

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

sum of \*\*ELEVEN THOUSAND AND NO / 100ths\*\*\*\*\*

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

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, beneficiary shall have the right, if 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 beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its 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 presentation 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 allecting this deed or the lien or charge thereol; (d) reconveyance may be described as the "person or persons feathly entirely without warranty, all or any part of the property. The grantee in any trector," and the recitals therein of any matters or lacts shall be consisted proof of the truthfulness thereof. Trustee's fees for any of the services proof of the truthfulness thereof. Trustee's fees for any of the services proof of the truthfulness thereof. Trustee's fees for any of the services proof of the truthfulness thereof. Trustee's fees for any of the services proof of the fruthfulness thereof. Trustee's fees for any of the services proof of the fruthfulness thereof. Trustee's fees for any of the services proof of the fruthfulness thereof. Trustee's fees for any of the services proof of the services of the proof of the services of th

together with trustee'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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may in one parcel or in separate parcels and shall self the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof the truthfulness thereof. Any person, excluding the frustee, but including the grantor and beneliciary, 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 attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priswiv and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor.

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

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shall be vested with all title, powers and duties conterted trustee, the latter named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortiage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. 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 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.

The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust company and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to real yor this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 696.585.

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.

	11
rantor warrants that the proceeds of the loan represented by	the start described note and this trust deed are:
grantor warrants that the proceeds of the loan represented by primarily for grantor's personal, family or household purposes primarily for grantor or (eyen if grantor is a natural person) a	(see Important Notice below),
rantor warrants that share personal, family or household purposes	re for business or commercial purposes.
	s hereto, their heirs, legatees, devisees, administrators, executors, all mean the holder and owner, including pledgee, of the contract ling this deed and whenever the context so requires, the masculine ludes the plural.
is deed applies to, inures to the benefit of and billes an pure	all mean the holder and owner, including prequires, the masculine
representatives, successful as a heneficiary herein. In constru	it should
epresentatives, successors and as a beneficiary herein. In construereby, whether or not named as a beneficiary herein. In construction, whether or not named as a beneficiary herein. In construction, where the cludes the feminine and the neuter, and the singular number includes the feminine and the neutron of the construction. WITNESS WHEREOF, said grantor has hereunically the construction of the constru	a hereto, their helis, and owner, including pledges, of the contract all mean the holder and owner, including pledges, of the contract all means the holder and whenever the context so requires, the masculine ling this deed and whenever the context so requires, the masculine line that the day and year first above written.
ludes the tenmand	set his hand the day and year mist and
WITNESS WHEREOF, Said B. a	-the al
	×9 Mariotor
NOTICE: Delete, by lining out, whichever warranty (a) or (b) is	"GIOVANNI MANGAONE
	V
USI COMPLY THE STATE ROOM NO. 1319, OF EQUIVALENT	
or this purpose use Stevens-reas rollin teach this notice.  with the Act is not required, disregard this notice.	
	vlamath SS.
STATE OF OREGON, County of	1/10 , 19.92.,
This instrument was acknowl	Klamath )ss. 1/10 ,19.92 , edged before me on ,19, 19,
GTOVANNI MANGIONE	19
byby	ledged before me on, 19,
This instrument was acknown	
	***************************************
· · · · · · · · · · · · · · · · · · ·	
of	
OI	II Mary III I June
3 4 1 1/2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Notary Public for Oregon
A December 1997 Annual Control of the Control of th	2 12 12 2
	6/8/9/
Control of the second	My commission expires6/8/92
o Friday	My commission expires6/8/92
REQUEST FOR FU	L RECONVEYANCE
REQUEST FOR FU	L RECONVEYANCE
PEQUEST FOR FUI	
REQUEST FOR FUI	L RECONVEYANCE bligations have been paid.
REQUEST FOR FUI To be used only when of	LL RECONVEYANCE biligations have been paid.  G
REQUEST FOR FUI To be used only when el	c the foregoing trust deed. All sums secured by said
REQUEST FOR FUI  To be used only when el , Truste , Truste	c. RECONVEYANCE  of the control of t
REQUEST FOR FUI  To be used only when el , Truste  The undersigned is the legal owner and holder of all indebted  deed have been fully paid and satisfied. You hereby are direct	c. RECONVEYANCE bilgotions have been poid.  The secured by the foregoing trust deed. All sums secured by said to you under the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the terms of said trust deed the
REQUEST FOR FUI  To be used only when of  Truste  The undersigned is the legal owner and holder of all indebted  the legal owner and holder of all indebted are considered by the legal owner and holder of all indebted and satisfied. You hereby are directly the legal owner of the legal owner of the legal owner of the legal owner of the legal owner.	c. RECONVEYANCE bilgotions have been paid.  The secured by the foregoing trust deed. All sums secured by said the secured by the terms of the secured by the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the
REQUEST FOR FUI  To be used only when of  Truste  The undersigned is the legal owner and holder of all indebted  and have been fully paid and satisfied. You hereby are direct	c. RECONVEYANCE bilgotions have been paid.  The secured by the foregoing trust deed. All sums secured by said the secured by the terms of the secured by the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the
REQUEST FOR FUI  To be used only when of  Truste  The undersigned is the legal owner and holder of all indebted  the days been fully paid and satisfied. You hereby are direct	c. RECONVEYANCE bilgotions have been poid.  The secured by the foregoing trust deed. All sums secured by said to you under the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the terms of said trust deed the
REQUEST FOR FUI  To be used only when of  The undersigned is the legal owner and holder of all indebted leed have been fully paid and satisfied. You hereby are direct level for pursuant to statute, to cancel all evidences of it the together with said trust deed) and to reconvey, without wa now held by you under the same. Mail reconveyance and do	c. RECONVEYANCE bilgotiens have been poid.  The convergence of the foregoing trust deed. All sums secured by said the convergence of the convergen
The undersigned is the legal owner and holder of all indebted leed have been fully paid and satisfied. You hereby are directly ust deed or pursuant to statute, to cancel all evidences of the together with said trust deed) and to reconvey, without was now held by you under the same. Mail reconveyance and do	c. RECONVEYANCE bilgotions have been poid.  The secured by the foregoing trust deed. All sums secured by said to you under the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the terms of said trust deed the
REQUEST FOR FUI  To be used only when of  The undersigned is the legal owner and holder of all indebted  and have been fully paid and satisfied. You hereby are direct  st deed or pursuant to statute, to cancel all evidences of it  the together with said trust deed) and to reconvey, without wa  tow held by you under the same. Mail reconveyance and do	c. RECONVEYANCE bilgotions have been paid.  The secured by the foregoing trust deed. All sums secured by said the secured by the terms of the secured by the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the
REQUEST FOR FUI  To be used only when of  The undersigned is the legal owner and holder of all indebted  and have been fully paid and satisfied. You hereby are direct  the together with said trust deed) and to reconvey, without wa  the together with said trust deed) and to reconvey without wa  now held by you under the same. Mail reconveyance and do	c. RECONVEYANCE bilgotions have been paid.  The secured by the foregoing trust deed. All sums secured by said the secured by the terms of the secured by the terms of the secured by said trust deed (which are delivered to you indebtedness secured by said trust deed (which are delivered to you indebtedness secured by said trust deed the
REQUEST FOR FUI  To be used only when el  The undersigned is the legal owner and holder of all indebted eed have been fully paid and satisfied. You hereby are direct ust deed or pursuant to statute, to cancel all evidences of in the together with said trust deed) and to reconvey, without wa now held by you under the same. Mail reconveyance and do	contents to  Beneficiary
REQUEST FOR FUI  To be used only when el  The undersigned is the legal owner and holder of all indebted leed have been fully paid and satisfied. You hereby are direct rust deed or pursuant to statute, to cancel all evidences of in the together with said trust deed) and to reconvey, without wa now held by you under the same. Mail reconveyance and do	contents to  Beneficiary
The undersigned is the legal owner and holder of all indebted feed have been fully paid and satisfied. You hereby are direct frust deed or pursuant to statute, to cancel all evidences of in the together with said trust deed) and to reconvey, without was now held by you under the same. Mail reconveyance and does the convergence of the	contents to  Beneficiary
The undersigned is the legal owner and holder of all indebted deed have been fully paid and satisfied. You hereby are direct trust deed or pursuant to statute, to cancel all evidences of it in the control of the cont	contents to  Beneficiary
The undersigned is the legal owner and holder of all indebted deed have been fully paid and satisfied. You hereby are direct deed have been fully paid and satisfied. You hereby are direct frust deed or pursuant to statute, to cancel all evidences of it together with said trust deed) and to reconvey, without was now held by you under the same. Mail reconveyance and does the same of the sa	ce ness secured by the foregoing trust deed. All sums secured by said ted, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for cancellation before reconveyance will be made.
REQUEST FOR FUI  To be used only when el  The undersigned is the legal owner and holder of all indebted eed have been fully paid and satisfied. You hereby are direct ust deed or pursuant to statute, to cancel all evidences of in the together with said trust deed) and to reconvey, without wa now held by you under the same. Mail reconveyance and do	conness secured by the toregoing trust deed. All sums secured by said tred, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for concellation before reconveyance will be made.
REQUEST FOR FUI To be used only when el- the undersigned is the legal owner and holder of all indebted the undersigned is the legal owner and holder of all indebted sed have been fully paid and satisfied. You hereby are direct st deed or pursuant to statute, to cancel all evidences of it together with said trust deed) and to reconvey, without wa how held by you under the same. Mail reconveyance and do  19	ness secured by the toregoing trust deed. All sums secured by said trust deed, and sums secured by said trust deed (which are delivered to you transport to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you transport, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for concellation before reconveyance will be made.  STATE OF OREGON,
REQUEST FOR FUI To be used only when ele, Truste, Truste, Truste, Truste, Truste, the undersigned is the legal owner and holder of all indebted, the deed or pursuant to statute, to cancel all evidences of it, 19	ness secured by the toregoing trust deed. All sums secured by said tred, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for cancellation before reconveyance will be made.  STATE OF OREGON,  County of Klamath
The undersigned is the legal owner and holder of all indebted leed have been fully paid and satisfied. You hereby are directly used or pursuant to statute, to cancel all evidences of ith together with said trust deed) and to reconvey, without was now held by you under the same. Mail reconveyance and do not be same. Mail reconveyance and do not less or destrey this Trust Deed OR THE NOTE which it secures. Both TRUST DEED	ness secured by the toregoing trust deed. All sums secured by said tred, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for cancellation before reconveyance will be made.  STATE OF OREGON,  County of Klamath
The undersigned is the legal owner and holder of all indebted deed have been fully paid and satisfied. You hereby are direct trust deed or pursuant to statute, to cancel all evidences of with together with said trust deed) and to reconvey, without was to now held by you under the same. Mail reconveyance and do TED:  Do not lose or destrey this Trust Deed OR THE NOTE which it secures. Both	conness secured by the toregoing trust deed. All sums secured by said ness secured by the toregoing trust deed. All sums secured by said ted, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the cuments to  Beneficiary  must be delivered to the trustee for concellation before reconveyance will be made.  STATE OF OREGON,

Do not lose or destrey this Trust Deed Ok THE TOTAL		
TRUST DEED  (FORM No. 881) STEVENS-NESS LAW PUB. CO., FORTLAND, ORE.	The control of the co	STATE OF OREGON,  County of Klamath I certify that the within instrument was received for record on the 17th day
GIOVANNI MANGIONE		of AM and recorded
BONANZA, OR 97623	SPACE RESERVED	in book/reel/volume No
WALTER W. CASEBEER	FOR RECORDER'S USE	ment/microfilm/reception No.39918, Record of Mortgages of said County. Witness my hand and seal of
BONANZA, OR 97623  Beneficiary		County affixed.
MOUNTAIN TITTLE COMPANY TO OF KLAMATH COUNTY	ing ← Shall	Evelyn Biehn, County Clerk
	11	