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등한 시작하는 하게 되다

THIS TRUST DEED, made this	19.92, be	tweer
CAMPIT AND LAMPIN L. INCOME.		
MARTIN I. MUNIT CHURTY OF KLAMATH COUNTY	, as Truste	e, and
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY JAMES RALIEGH LARINER		

as Beneficiary,

NE

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property See Section 1 i jaking kanang manggan basar na m

SEE ATTACHED EXHIBIT "A"

THIS IS RERECORDED TO CHANGE AMOUNT ON TRUST DEED TO REFLECT NOTE AMOUNT. 1010 10 REKEOKDED 10 ORANGE ARIOUNI ON IROU DEED 10 REFLECT NOTE ARIOUNI or in anywise 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 connection with said real extensions. ith said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOUR HUNDRED EIGHTY FOUR DOLLARS AND 06/100...Dollars, with interest thereon according to the terms of a promissory 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 herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable per terms of note. 19.

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, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

To protect the security of this trust dock

herein, 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 good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to tions and restrictions affecting statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the cial Code as the beneficiary as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneficiary.

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay it iling same in the proper public office or offices, as well as the cost of all lien searches made proper public office or searching agencies as may be deemed desirable by the by iling officers or searching agencies as may be deemed desirable by the breather exceted on the said premises against loss or damage by lire now or hereafter exceted on the said premises against loss or damage by lire and such other hazards ag the beneficiary may be deemed desirable by the companies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all officers of insurance shall be delivered to procure any such insurance and to it of any policy of insurance now procure any such insurance of the beneficiary any procure the same at grantor's expense. The amount the beneficiary may procure the same at grantor's expense. The amount the beneficiary may procure the same at grantor's expense. The amount of the procure and the procure of the procure of

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 right, if it so elects, to require that all or any portion of the amount required 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 to pay all reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses, to take such actions 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, and the balance applied upon written request operations, and the patients of the indebtedness, of the payment of the deed and the note for incompanies of the indebtedness, trustee may the liability of any person for the payment of said property; (b) join in (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 restriction or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The farmer is any reconveyance may be described as the "person or person frantee in any reconveyance may be described as the "person or person o

neys sees upon any interest in payment of any indebtedness secured pursuant to such notice.

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 performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the sesence with respect to such payment end/or performance, the beneficiary may essence with respect to such payment end/or performance, the beneficiary may need to be end to such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have, the exercise has been exceeded by the extrement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary or any the results of the sale property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation rotice thereof as then required by aw and proceed to foreclose this trust deed notice thereof as then required by aw and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795.

In the finance of the trustee has commenced foreclosure by advertisement and sale, and at any time prior to advays before the date the trustee conducts the sale, and at any time prior to advays before the date the trustee conducts the sale, and at any time prior to advays before the date the trustee conducts the sale, and at any time prior to advays before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.75

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 be postponed as provided by law. The trustee may sell said property either 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 more parcel or in separate parcels and shall sell the parcel or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee auction to the purchaser its deed in form as required year conclusive probability of the property of the purchaser its deed in form as required, express or interpolated. The recitation in the deed of any matters of fact shall be conclusive probability of the trustee shall expert the grantor of beneficiary, may purchase at the sale. The proceeds of the purchase at the sale that the process of sale in the grantor of the process of sale in the process of the process of sale in the process of the process of sale in the process of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the sale of payment of the process of sale in the pro

surplus, il 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 any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment 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 obligated to notify any party hereto of pending sale under any other deed of intust 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.

attorney, who is an active member of the Oregon State Bar, a bank, trust company regon or the United States, a title insurance company authorized to insure title to real regon or the United States, a title insurance company authorized to insure title to real region or the United States, a title insurance company authorized to 696.505 to 696.525. NOTE: The Trust Deed Act provides that the trustee heraunder must be either an atto or savings and laan association authorized to do business under the laws of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States

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

See Attached Exhibit "A"

and that he will warrant and forever defend the same against all persons whomsoever.

oan represented by the above described note and this trust deed are:

The grantor warrants that the proceeds of the loan represented by a grantor's personal, family or household purposes a)* primarily for grantor's personal, family or household purposes.	EVALUATION OF THE PROPERTY OF THE PARTY OF T
This deed applies to, inures to the benefit of and binds all partie of representatives, successors and assigns. The term beneficiary sh	es hereto, their neirs, legatets, and including pledgee, of the contract hall mean the holder and owner, including pledgee, of the contract hall mean the holder and whenever the context so requires, the masculine using this deed and whenever the context.
Il representatives, successors and as I beneticiary herein. In constru- l hereby, whether or not named as I beneticiary herein. In constru- includes the feminine and the neuter, and the singular number inc- IN WITNESS WHEREOF, said grantor has hereunto	o set his hand the day and year first above written.
IN WITNESS WHEREOF, said grantor has heredisc	1 1120
RTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is	MARAIN I. MONTI
plicable; if waited in the Truth-in-Landing Act and Regulation 2, the	
or word is defined in the Truth-in-Lending Act and Regulation by making required iary MUST comply with the Act and Regulation by making required iary MUST comply with the Act and Regulation by making required iary MUST comply required for this purpose use Stevens-Ness Form No. 1319, or equivalent.	JAMES J. MONTI
pilance, which	
STATE OF OREGON, County of	Klamath)ss.
STATE OF OREGON, County of	Riamath ss. ledged before me on February 5, 19.92, IS J. MONTI
MARTIN I. MONTI and JAME	ledged before me on February 3, , , , , , , , , , , , , , , , , , ,
This instrument was acknowledged	ledged before the or
by	
OFFICIAL SEAL UNDA L BUGHMAN UNDA L BUGHMAN	D: (12)
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COMMISSION NO. MAY DT. 1995	
NY COMESSION EXPIRES INC.	My commission expires
	Control of the Contro
PROJEST FOR FUL	IL RECONVEYANCE
To be used only when ob	bligations have been paid.
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MTC NO. 27035-LB

EXHIBIT A LEGAL DESCRIPTION

A portion of Lots 15 and 16 in Block 9 of BUENA VISTA ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 15, Block 9, BUENA VISTA ADDITION to Klamath Falls, Oregon; thence South 58 degrees 37' 30" East 50.00 feet to the Southeasterly corner of Lot 15; thence continuing South 58 degrees 37' 30" East 6.00 feet to a point on the Southerly line of Lot 16; thence, generally along the remains of an old rock wall or fence line and the extension thereof North 32 degrees 38' 25" East 139.41 feet to a point on the Northerly line of said Lot 16; thence North 58 degrees 52' 48" West 10.00 feet to a 5/8" iron pin marking the Northwesterly corner of Lot 16; thence continuing North 58 degrees 52' 48" West, along the Northerly line of Lot 15, 50.00 feet to the Northwest corner of said Lot 15; thence along the Westerly line of Lot 15 South 30 degrees 45' 25" West 139 feet, more or less, to the point of beginning.

SUBJECT TO: TRUST DEED datedAugust 20, 1990, recorded August 23, 1990, Volume M90, Page 16984, Microfilm Records of Klamath County, Oregon, with Sylvia I. Clayton as beneficiary.

SUBJECT TO: CITY LIEN, Docketed: August, 1982, in favor of the City of Klamath Falls.

SUBJECT TO: ALL REAL PROPERTY TAXES OWING.

Filed for record at request of	Mountain Tit	le Co.	the	5th	day
ofFebA.D.,	19 <u>92</u> at <u>3:34</u> Mortgages	o'clockP_M.,	and duly recorded in V	ol. <u>M92</u>	
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STATE OF OREGON: COUNTY O	F KLAMATH: ss.			•	
Filed for record at request of	Mountain Title	Co.	the	17th	day
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