

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 tixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING NOV100

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

becomes due and payable. In the event the without first have sold, conveyed, assigned or alienated by the grantor without first have sold, conveyed, assigned or alienated by the grantor without first have sold, conveyed, assigned or alienated by due and payable. To protect the security of this trust deed, grantor agrees: To protect the security of this trust deed, grantor agrees: To complete or restore promptly and bottom of the security of the trust deed, grantor agrees: To complete or restore promptly and bottom of the security of the trust deed, grantor agrees: To complete or restore promptly and bottom tetreted, damaged or bottom of the security and to remove or demolitant any building or improvement if outs incurred therefor. To complete or restore promptly and be constructed, damaged or bottom exclusion of the sold property; if the beneficiary so requests, or bottom of the sold of the cost of alient searches made the proper public office or offices, as well as the cost of alient searches made the proper public office or offices, as well as the cost of alient searches made the proper public of the continuously maintain insurance on the buildings to a such other hasards as fill 11 TISUTADIE VALUE. Without the explication of the sold premises against loss or damage by the policies of insurant has the beneficiary as proving and insuch offices or alien the beneficiary at least filter agreement of continuously maintain insurance on the buildings to policies to the beneficiary at least filter laced on said buildings in the grantor lines to the beneficiary at least filter and in such order as beending and policies of the solution rote and work and in such order as beendings. The solution or release that any part thereof, may denote the same at signer may be applied by beneficiary upon any indebtedness sectorement and in such order as beneficiary as power and on the beneficiary as power and on the beneficiary as power and on the beneficiary of the sectore any other theres and the amount to less the other on the

pellate court shall adjudge reasonable as the beneficiary s of trastees altor-ney's lees on such appeal. 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 iright, il 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 in comparison of such taking, which are in excess of the amount required as compensation for such taking, schemes and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and paplied by it first upon any reasonable costs and expenses and attorney stees, both in the trial and appellate courts, necessarily paid or incurred by stees, and the trial and appellate courts, necessarily paid or incurred by ters, and execute such instruments as any's request. penation, promptly upon beneficiary is to time upon written request of bene-ficiary, nayment of its lees and presention of this deed and the mole for field in the trial end of the moneyance, for cancellation), without altering 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

dranting 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) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, and the recitals therein of any matters or lacis shall legally entitled thereto," and the recitals therein of any matters or lacis shall be conclusive proof of the truthundus therein of any matters or lacis shall be conclusive proof of the truthundus therein of any matters or lacis shall be conclusive proof of the truthundus therein of any matters or lacis shall be conclusive proof of the truthundus therein of any matters or lacis shall be conclusive proof of the truthundus the not less than \$5. services mentioned in this paragraph shall be not less than \$5. pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for issues and prolits, including these past are or otherwise collect the rants, issues and prolits, including these past and collection, including reasonable attor-less costs and expenses of operation and callection, including reasonable attor-ney's lees upon any indebtedness secured hereby, and in such order as bene-liciary may determine. 11. The entering upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereol as adoresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon idealut 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 declare all beneficiary at his election may proceed forcelose this trust deed event the beneficiary at his election may proceed forcelose this trust deed by an orthogen of direct the trustee to to pursue any other right or advertisement and sale, or may direct the trustee to to pursue any other right or advertisement and sale, or may direct the trustee to to pursue any other right or advertisement and sale, or may direct the trustee to to pursue any other right or advertisement and sale, or may direct the trustee to to pursue any other right or advertisement and sale, or may direct the trustee to to pursue any other right or the trustee thall execute and cause to be recorded his written notice of default on the truste to toreclose by advertisement and sale, the beneficiary or the truste shall execute and cause to be recorded his written notice of default on the manner provided in OKR 86 dors and proceed to ioreclose this trust deed in the manner provided in OKR 86 dors to the date the trustee conducts the sale, and at any time prior her person so priviled by OKS 86.7.3, may cure the default or default. The default or other default may be sured to the default or default. The default or other default is a scapelle of not the bedue and the time of the cure other than such that is capable of being cured may the the time of the cure other than such that is capable of being our at the time of the cure other than such and is capable of being our at the time of the cure other than such and is capable of being our at the the time of the cure other than such at is capable of being our at the tinter of the cure shall pay to currin

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 in one parcel a highest bidder for cash, payable at the pane of sale. Trustee auction to the highest bidder for cash, payable at the pane of sale. Trustee auction to the purchaser, its deed in form as required by law conveying held. The property eco sold, but without any coverant or wall. Conclusive pro-the property eco sold, but without any coverant or wall. Trustee, but including of the nother the nurchaser, its deed in form as required by law conveying the property eco sold, but without any coverant or wall be conclusive pro-lied. The interview of the purchaser, its deed in form as required by law conveying of the nother hunders thereoi. Any person, excluding the trustee, but including of the nother hunders thereoi. Any person, excluding the trustee, but including of the nother hunders thereoi. Any person, excluding the trustee, but including eluding the compensation of the truste and a reasonable charge by trustee's attorney. (2) to the obligation secured by interest of the trustee in the trust at their interests may appear in the order of their priority and (4) the surplus, it any, to the granicor or to his successor in interest entitled to such surplus. 16. Beneticiary may from time to time appoint a successor or succes-

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneticiary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conterred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary in which, when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage 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 appointed by law. Trustee is not obligated to notily 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.

attanney, who is an active member of the Oregon State Bar, a bank, trust company eggon or the United States, a title insurance company authorized to insure title to real tates or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an or savings and ioan association authorized to do business under the laws of Or property of this state, its subsidiaries, affiliates, agents or branches, the United St

6280 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. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine and the neutor, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. J- D. Kall, Jr. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. Robert D. loan STATE OF OREGON, County of _______ Stamath______)ss. This instrument was acknowledged before me on _____ March 23 ____, 192___, 4.34 by Robert D. Hall, Jr. and Elvarine E. Hall This instrument was acknowledged before me on ... NOTARY. VSLIC. as . J, - 0 Motary Public for Oregon My commission expires 2-REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid Trustee TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been tully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to 19 DATED: Beneticiary not less or destroy this Trust Dood OR THE NOTE which it secures. Both must 🗁 delivered to the trustee for cancellation before reconveyance will be STATE OF OREGON, SS. TRUST DEED County of HATCH 12/10/02/9 BALL 10/92 (FORM No. SBIT TANK CITS I certify that the within instrument was received for record on the day of ______,19____ n gan bar dan karana Anton yang karana Robert & Elvarine Hall Comme Margaret Arean out in book/reel/volume No. on SPACE RESERVED page dr as fee/file/instru-Grantor FOR ment/microfilm/reception No. Security Pacific Housing RECORDER'S USE Record of Mortgages of said County. RECORDEND UP 805 Broadway, Suite 705 Witness my hand and seal of Vancouver, WA 98666 County affixed. Beneficiery AFTER RECORDING RETURN TO BENEFICIARY TITLE NAME _____Deputy ienst deto By 38-18 ر مرتب 35683 5345

MTC NO. 27196-NM

S24

EXHIBIT A LEGAL DESCRIPTION

A parcel of land situated in Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of said Section 9; thence North 89 degrees 55' 00" West along the Southerly line of said Northeast quarter, 208.71 feet; thence leaving said Southerly quarter section line North 00 degrees 08' 00" East, 350.19 Southerly quarter section line North 00 degrees 08' 00" East, 350.19 feet to the point of beginning for this description; thence continuing feet to the point of beginning for this description; thence continuing North 00 degrees 08' 00" East, 131.79 feet; thence South 89 degrees North 00 degrees 08' 00" East, 131.79 feet; thence South 89 degrees 131.79 feet; thence North 89 degrees 52' 00" West, 188.71 feet to the point of beginning.

	OPEG	ON: COUN	NTY OF K	LAMATH: SS.					25th day		
				Mount	ain Title	<u>e Co.</u>	M and dul	y recorded in Vo	1. <u>M92</u>		
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