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THI	S TRUS	T DEED,	mad
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APRIL

10th .....day of ....

as Grantor, ASPEN TITLE & ESCROW, INC.

GORDON HEVERN AND HOTTLY HEVERN, HUSBAND AND WIFE WITH FULL RIGHTS OF SURVIVORSHIP

as Beneficiary,

35

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

in KLAMATH County, Oregon, described as:

The South 53 feet of Tract No. 16, TOWNSEND TRACTS, in the County of Klamath, State of Oregon

Code 41, Map 3909-3DD-1800 a Diese De lete Attentioned is reserved being each by hattered to the financial of

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 estate.

of the said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the EIGHTEEN THOUSAND NINE HUNDRED AND NO/100----

sold, conveyed, assigned or alienated by the grantor without first I then, at the beneficiary's option, all obligations secured by this instruction, and become immediately due and payable.

To protect the security of this trust deed, grantor agrees.

I. 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.

To complete or restore or which may be constructed, damaged or destroyer. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said, toperty; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches wase by filing officers or searching agencies as may be deemed desirable by the sensitions.

4. To provide and continuously maintain insurance on the buildings of hereafter exceted on the eaid premises against loss or damage by life and on the said premises against loss or damage by life and on the said premises against loss or damage by life and positions are companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured in the grantor shall fail for any reason to procure any such insurance anticular of the procure and such insurance and only policy of insurance now or her examerate and policies to the beneficiary and least litteen days protect procure and procure any such insurance and acceptable to the beneficiary and policies to the beneficiary and policies to the senticiary with loss payable to the latter; all the grantor's expense. The amount to least the procure and the property of the senting policies to the senticiary and the senting and the contract of the property is procured to the property of the senting policies to the senticiar

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, it is oelects, to require that all or any portion of the monies payable right, it is oelects, to require that all or any portion of the monies required as compensation for such taking, which are in excess of the amount required so pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by the property of the payable to the payable that the processarily paid or incurred by the post in the trial and applied 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 fees and presentation of this deed and the note of incurrent 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 thereot; (d) reconvey, 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 therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's tees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the rents, issues and profits, including those past due and 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 award for any taking or damage of the property, and the application or release thereof as alorexaid, shall not cure or waive any default or motice 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 essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his election transfer to pursue any other right or remedy, either at law or large feeton may represent the such as a mortfage or directive the trustee to pursue any other right or remody, either at law or to reclose by advertisement and sale, or met

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, 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 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's 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 the payment emiries and (4) the surplus, if any, to the grantor or to his successor in exercise emixed to surplus.

surplus, if any, to the granter or to his successor in arterist ensiled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors 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 conferred upon any frustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, 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 of the successor trustee, shall be conclusive proof of proper appointment of the successor 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 motify 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 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 lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, offiliates, agents or branches, the United States or any agency thereof, or an excrew agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and wi	with the beneficiary and those claiming under him, that he is law-
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ন কৰে। তাৰ পিন্তী সংক্ৰম কৰিব লাভ কৰিব পিছিল বুলি কৰে। স্থান কুলাকুল <b>প্ৰক্ৰমণ কৰিব কৰিব প্ৰশাসনি চুকুৰ কৰি বু</b> তাৰ্ভিক্ৰমণ্ড কৰিব সামান্ত্ৰী কৰিব কৰিব কৰিব কৰিব কৰিব কৰিব কৰিব কৰিব	द्वितिहासिक्षा स्थिति । विकास के बेब्रिक के बेब्रिक के लिए होते । इ.स. १९७८ में किसी के बेब्रिक के बेब्रिक के बेब्रिक के समित्र के समित्र के समित्र के समित्र के समित्र के समित्र
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	epresented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or house (b) for an organization, or (even if grantor is a nati	ehold purposes (see Important Notice below), tural person) are tor business or commercial purposes.
This deed applies to, inures to the benefit of and bis	inds all parties hereto, their heirs, legatees, devisees, administrators, executors, beneficiary shall mean the holder and owner, including pledgee, of the contract
secured hereby, whether or not named as a beneficiary herei	ein. In construing this deed and whenever the context so requires, the masculine
gender includes the teminine and the neuter, and the singular	
IN WITNESS WHEREOF, said grantor ha	has hereunto set his hand the day and year first above written.
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* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (and applicable; if warranty (a) is applicable and the beneficiary is	(a) or (b) is CHUMN / VOOL
as such word is defined in the Truth-in-Lending Act and Regulat	illion Z, the Suggest Market and the Suggest of the
beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Noss Form No. 1319, or a	
If compliance with the Act is not required, disregard this notice.	
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STATE OF OREGON. Co	ounty of Alamata )ss.
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REQUE	EST FOR FULL RECONVEYANCE
and the state of t	only when obligations have been paid.
<b>TO:</b>	, Trustee
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	lindebtedness secured by the toregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of
	ences of indebtedness secured by said trust deed (which are delivered to you
	ithout warranty, to the parties designated by the terms of said trust deed the
estate now held by you under the same, Mail reconveyance	e and documents to
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	refer to the state of the state
	Beneficiary
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Do not loss as destroy this Trust Dond OR THE MOTE takish it secure	res. Both must be delivered to the trustee for cancellation before reconveyance will be made.
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MOLICA DEED	
TRUST DEED	STATE OF OREGON, County ofKlamath
(FORM No. SEI)	I certify that the within instrument
	was received for record on the 10thday
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particular and produce of the design of the	at 3:53 o'clock P.M., and recorded
	SPACE RESERVED in book/reel/volume No
Grantor Grantor Grantor	FOR page 7568 or as fee/file/instru-
	RECORDER'S USE ment/microfilm/reception No43352,
	Record of Mortgages of said County.
Beneficiary	Witness my hand and seal of
AFTER RECORDING RETURN TO	County affixed.
SELEN RECORDING RETORN TO	
ASPEN TITLE & ESCROW, INC	Evelyn Biehn. County Clerk
ASPEN TITLE & ESCROW, INC ATTN: COLLECTION DEPARTMENT	