FORM No. 881-Oregon Trust Deed Series-TRUST DEED.	EN 02038450		LAW PUBLISHING CO., PORTLAND. OR 97204
NE	TRUST DEED	Vol.mag	Page 10134
44652 THIS TRUST DEED, made this DIXIE F. SEVENIKER			
ASPEN TITLE & ESU as Grantor IRVING H. HART, TIT AND U FULL RIGHTS OF SURVIVORS	CROW, INC. Deborah n. hart, HIP	HUSBAND AND	WIFE WITH
as Beneficiary, Grantor irrevocably grants, bargain KLAMAIH inCounty, SEE EXHIBIT "A" ATTACHED	WITNESSETH: s, sells and conveys to tr Oregon, described as: HERETO	rustee in trust, with	power of sale, the property

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

TWENTY THOUSAND AND NO/100------,

\$20,000.00 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

therein, 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 demalish 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 complete our restore promptly if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commer-rial Code as the beneficiary may require and to pay tor filing same in the by filing officer or offices, as well as the cost of all film searches made by filing officer or statements may be demed desirable by the number of the or officers or statements may be demed desirable by the methodary.

tions and restrictions altering said property; if the beneficiary so requests to foin increating such linancing statements pursuant to the Uniform Commer-form public office or offices, as well as the cost of all line scarches made by line officers ar scarching agencies as may be deemed desirable by the innehicity. 4. To provide and continuously maintain insurance on the buildings mow chereafter receiled on the said premises against loss or damage by fir-non states the state of the said premises against loss or damage by fir-and such other hazards as the burlinger of Value in the latter; and companies acceptable to the beneficiary, with loss payable to the latter; and companies acceptable to the beneficiary as when as insurance and to deliver said policies to the beneficiary as when as insurance and to deliver said policies to the beneficiary as the hazards and buildings, tion of any policy of insurance more procure any such insurance and to deliver said policies to the beneficiary as the anomatic of the scars-tion of any policy of insurance most procure may be applied by benefi-ciary upon any ind-thering other insurance policy may be applied by benefi-ciary upon any ind-thering on there of the anomat so collected, or may determine, or at opticer of notice of default hereunder or invalidate any act done pursus in such notice. 5. To keep and premises tree from construction liens and to pay all taxes, assessments and notice as such askes, assessments and other against said propest due or delinguent and promptly deliver receipts there thange by addition to all the rate set borth in the askes, assessed to bree hazare providing beneficiary with lunds with which to barden as barden to all the rate set borth in the obligation here thange bey should the drantor lail to make payment of any taxes, assess-to bree financance premiums, liens or other charges payable by grantor, either the described, and all such payments with interval as doresaid, the prop-erity hereinbelore described, as well as the option of the

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 conformation, benchesary shall have the right, it it is olects, to require that all or any portion of the momes payable as compensation for such taking, which are in excess of the anomatic required by grantor in such taking, which are in excess of the anomatic required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to brencherary and poplied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by hen-bicary in such proceedings, and the balance applied upon the indebitedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneliciary's request. 9. At any time and from time to time upon written request of bene-licitary, payment of its lees and presentation of this deed and the note for endorsement (in case of lull reconveyances, for cancellation), without altering the liability of any person for the payment of the indebitedness, truster may (a) consent to the making of any map or plat of said property; (b) join in

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rument, irrespective of the maturity dates expressed therein, or subordination or other agreement allecting this deed or the line or charge thread; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "present or persons legalive entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness therein of any matters or lacts shall be conclusive proof of the truthulness therein of any nerview any of the second state of the truthulness therein of the second states and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness therein for hereinfort. Beel for any of the property is granter the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adquary of any security for any part thereol, in its own name sue or otherwise collect the emericance of operation and collectom, including these past due and unpaid, and upplet the emericance of operation and collectom, and in such order as there only is deen toris, and there and there insurance policies or compensation or awards for any taken any databet of the second of the order of the second of the databet of the second of the databet of the second of the databet of the databet of the order of the second of the databet of the databet of the order as the property, and the application or release thereind of any address secured thereby immediately fue and payable. In such an event the beneliciary at the databet of the second of the databet of the

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 evident in one parcel or in separate parcels and shall sell the parce of epiders shall delive to the purchaser its deed in form as required by law. The shall delive to the purchaser its deed in form as required by law. Conclusive proof the trustee to the purchaser its deed in form as required by law conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frontor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall delive to obligation secured by the trusteed, (J) to all persons the trustee in the interest of parts and the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall not be obligation secured by the trust deed, (J) to all persons having recorded liens subsequent to the interest of the trustee, but including their interests may appear in the order of the interest entitled to such surplus, if any, to the granter or to the successor in interest entitled to such the may trustee the sale interest the sale. 16. Beneficiary may from the to the appear in interest entitled to such surplus.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. If the mediciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment, and when conveyance to the successor trustee, the latter shall be vested signaled hereinder. Each such appointment and substitution shall be mude matrixed hereinder. Each such appointment which, when recorded in the matrixed resounder. Each such appointment and substitution shall be mude matrixed resounds to the county or counters in which, then recorded in the matrixed resounds of the or counters in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. If, Trustee needs on this trust when this deed, duly executed and acknowledded is made applied record as provided by law. Trustee in rot obligated to notify any pattry hereto of people solid or here deed do trust or of any action or proceeding in which stantor, 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 compony or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to ensure title to real property of this state, its subsidiaries, attiliates, agents or branches, the United States or any agency thereof, or an estrow agent licensed under OSS 676.520 to 696.585.

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The grantor covenants and agrees to and with the bene y seized in fee simple of said described real property and l	ficiary and the has a valid, un	se claiming under him, that he is law- encumbered title thereto
t that he will warrant and forever defend the same agains	t all persons w	homsoever.
The grantor warrants that the proceeds of the loan represented by (a)* primarily for grantor's personal, family or household purpose (b) for an organization, or (even if grenter is a natural person)	are for business of	or commercial purposes.
(ii) for an organized to inures to the benetit of and binds all parti- ersonal representatives, successors and assigns. The term beneficiary s cured hereby, whether or not named as a beneficiary herein. In const- ender includes the leminine and the neuter, and the singular number in	ruing this deed an cludes the plural.	d whenever the context so requires, the
ender includes the leminine and the neuter, and the singular management in IN WITNESS WHEREOF, said grantor has hereun	to set his hand	the day and year first above written.
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is at applicable, if warranty (a) is applicable and the beneficiary is a creditor	DIXIE F.	J. Sevenilar Eventar
is such word is defined in the truth-in-tending At out working required seneficiary MUST comply with the Act and Regulation by making required histobures; for this purpose use Stevens-Ness form No. 1319, or equivalent. Is compliance with the Act is not required, disregard this notice.		
STATE OF OREGON, County of	KLAMATH	ne on <u>1975</u> ,
by		, 19,
By	•	
ن کې د د د د د د د د د د د د د د د د د د	\sim	<u>Handar Res</u> Notary Public for Oregon nexpires <u>1/33/13</u>
REQUEST FOR FU	LL RECONVEYANCE	
		aid.
To be used only when a	bligations have been p	
TO: The undersigned is the legal owner and holder of all indebted trust deed have been fully paid and satisfied. You hereby are direc said trust deed or pursuant to statute, to cancel all evidences of said trust deed or pursuant to statute, to reconvey, without wa	e Iness secured by ted, on payment t indebtedness secu rranty, to the pa	the foregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of
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EXHIBIT "A"

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The Westerly 110 feet of Lot 16, Block 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 16; thence South along Haskins Avenue 50 feet to the Southwest corner of said Lot; thence Northeasterly along the Southerly line of said Lot 110 feet; thence Northwesterly parallel with Haskins Avenue 50 feet to Lavey Street; thence Southwesterly along Lavey Street 110 feet to the place of beginning.

CODE 1 MAP 3809-28CD TL 3900

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of	Aspen Title Co.	the11th	day
of <u>May</u> A.I	D., 19 <u>92</u> at <u>10:37</u> o'clock <u>A</u> M., and duly t	recorded in Vol. <u>M92</u>	,
of	Mortgages on Page 10134	·	
	Evelyn Biehn 🔪 🔿	County Clerk	
FEE \$20.00	By Dardenny	Mulimolali	