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٠	THIS	TRUST	DEED,	made th	is	03	da

ay ofJune, 19.92 between

PATRICK M. PARDY

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY DAVID E. KAMPFEN & CLARA L. KAMPFEN or the survivor thereof

as Beneficiary,

WITNESSETH:

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

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF CALIFORNIA HORIZONS INVESTMENT #86-1X. AS BENEFICIARY.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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-

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

sum of**SEVENTY....THOUSAND THREE HUNDRED NINETY SEVEN AND SEVENTY .../...100ths****

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

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 workmankie 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 allecting said property; 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 made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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5. To keep said premises free from construction liens and to pay all tases, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fall to make payment of any taxes, assessments, and ot

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, it 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 si 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 proceedings, and the balance applied upon the indebtedness and executes such upon the edicary of the edicary payment of its lees and presentation of this deed and the note longuages are the 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) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereol. Trustee's fees 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 time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security or the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the reast, issues and expenses of operation and collection, including reasonable attorney's fees 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 lire and other insurance policies or compensation or elease thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done 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 essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby inmediately due and payable. In the sevent the beneficiary at his election may proceed to clock his tout deed in equity as a mortgage or direct the testice to clock his tout deed in equity as a mortgage or direct the testice to pursue any other right or the service of pursue any other right or the service of pursue any other right or the testic of the service of pursue any other right or the beneficiary may have. In the event the beneficiary may have. In the event the beneficiary peets to foreclose by advertisement and sale, the beneficiary or the trustes shall exceute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall ix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 68.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the obligation or trust deed. In any case, in addition to curing the default or defaults the person effecting the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or being cured may be c

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 of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When frustee 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 frustee and a reasonable charge by trustees attorney, (2) to the obligation secured by the trust deed, (3) to all persons level as their interests say the content of the interest of the truster in the truster of the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

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

Seneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties content upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, 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.

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.

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 laws of Oregon or the United States, a tille insuance company authorized to insure title to real property of this state, its substituties, affiliates, agents or branches, the United States or any agency thereof, or an extrem agent licensed under ORS 695.055 to 696.535.

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 except Trust Deed recorded July 18, 1990, in Volume M90, page 14236, Microfilm Records of Klamath County, Oregon, in favor of California Horizons Investment #86-1X, as Beneficiary which the Grantor does not agree to assume nor pay and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, tamily or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person)	are for business or commercial purposes.
personal representatives, successors and assigns. The term beneticiary stecured hereby, whether or not named as a beneticiary herein. In const gender includes the teminine and the neuter, and the singular number in	cludes the plural.
IN WITNESS WHEREOF, said grantor has hereund	to set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary 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.	Patrick M. Pardy Patrick M. Pardy
If compliance with the Act is not required, disregard this notice.	
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STATE OF OREGON, County of	Mamata)ss_ 2 92
PATRICK M. PARDY	edged before the off
This instrument was acknowledge	ledged before me on, 19,
by Land Area Committee	
Manual Company of the	
OF OFFICIAL SEAL NOTARY PUBLIC - OREGON COMMISSION NO. 010431 MY COMMISSION EXPIRES NOV. 16, 1995	Austo V. Slad Notary Public for Oregon
	My commission expires
REQUEST FOR FULL	RECONVEYANCE
To be used only when obli	
TO:, Trustee	
The undersigned is the legal owner and holder of all indebtednes trust deed have been fully paid and satisfied. You hereby are directed said trust deed or pursuant to statute, to cancel all evidences of incherewith together with said trust deed) and to reconvey, without warranteestate now held by you under the same. Mail reconveyance and docur	anty, to the parties designated by the terms of said trust deed the
DATED: , 19	
Seed an amount on the contract the	Bonoticiary
	CHARLES AND COUNTY TO A SERVING THE COUNTY
De not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must	be delivered to the trustee for cancellation before reconveyance will be made.
Control De Roll India of State	
TRUST DEED	STATE OF OREGON, County of
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	I certify that the within instrument was received for record on theday
PATRICK M. PARDY	of
1325 MORNINGSIDE	tabel. M and recorded

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	news of transfer transfer that the state	STATE OF OREGON, County of
PATRICK M. PARDY 1325 MORNINGSIDE KLAMATH FALLS, OR 97601	SPACE RESERVED	was received for record on theday of
DAVID E. KAMPFEN and CLARA L. 250 LAKEPORT BLVD. KLAMATH FALLS, OR 97601	[page
Beneficiary AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY		County affixed.
OF KLAMATH COUNTY		NAME TITLE By Deputs

EXHIBIT "A"

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 07/18/90, in Volume M90, Page 14236, Microfilm Records of Klamath County, Oregon, in favor of CALIFORNIA HORIZONS INVESTMENT #86-1X, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of CALIFORNIA HORIZONS INVESTMENT #86-1X, and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

MTC 27745-KR

LEGAL DESCRIPTION

A portion of Lot 2 in block 65, NICHOLS ADDITION to the City of Klamath Falls, Oregon, 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 most Easterly corner of Lot 2, Block 65, NICHOLS ADDITION to the City of Klamath Falls, Oregon, running thence Northwesterly along the Northeasterly line of said Lot 2 a distance of 100 feet; thence Southwesterly parallel with Grant Street (formerly Franklin Street) 54 feet; thence Southeasterly parallel with the Northeasterly line of Lot 2 a distance of 100 feet to the Northerly line of Grant Street; thence Northeasterly along the Northerly line of Grant Street to the place of beginning, in the County of Klamath, State of Oregon.

OMP

STAT	E OF OREGON: COUN	TY OF KLAMATH: ss.			
		Mountain Title	. Co	the	16thday
	for record at request of	Mountain Title A.D., 19 <u>92</u> at <u>11:50</u>	O Clock	duly recorded in	Vol
ofJu	JuneA	Mortgages	on PageL	3233	
	.	-	Evelyn Biehn	County Clerk	
FEE	\$20.00		By Dane	ene Mule	macrie