1 PH 3 27 293 MAR

NL Vol.mg3 Page 42529 TRUST DEED MTZ 29380-MK 58047 day of _____ February THIS TRUST DEED, made this 26th ., between GLENN G. JUSTUS & JOANNA L. JUSTUS, husband and wife, as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY as Trustee, and TRUSTEES OF THE PARKER TRUST, as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as: Parcel 1 of Minor Land Partition 44-91 situated in the W1/2 NE 1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, as filed in the Klamath County Engineer's Office.

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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY FOUR THOUSAND AND NO/100-

(\$34,000.00)-not sooner 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 the 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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall

FORM No. 881-Oregon Trust Deed Series-TRUST DEED.

Sold, conveyed, assigned of alterates by the grantor without its naving obtained the written consern of approval of the peneticiary, inser, at the beneliciary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
To complete or restore promptly and in good and habitable conditions and restrictions affecting the 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 filing same in the proper public officer of the beneficiary.
To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than 8. MA and written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as to pay for any such insurance now or hereafter placed on the buildings, the beneficiary may reason to procue any such insurance policy may be applied by beneficiary upon any indebtedness secured here have as a beneficiary may from time to time require, in an amount not less than 8. MA and the property against lost or procue any such insurance on the buildings, the beneficiary may procue on the same as the beneficiary the policies of the beneficiary the policie by beneficiary astore ar

or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-under or invalidate any act done pursuant to such notice. 5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the 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 fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereol and for such payments, with interest as aloresaid, the property hereinbefore described, and all such payments shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereot shall, at the option of the beneliciary, render all sums secured by this trust deed immediately due and pay-able and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the

able and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including ovidence of tille and the beneficiary's or trustee's attorney's fees; the amount of attorney's tees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of mentioned in this paragraph / in all cases shall be liked by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appealate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.
 It is mutually agreed that:
 8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it is so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hersunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, frust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company autho-rized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow egent licensed under ORS 696.505 to 696.585.

TRUST DEED	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON,
Glenn G. Justus & Joanna L. Justus 2040 Lakeshore Dr. Klamath Falls, OR 97603		I certify that the within instru- ment was received for record on the day of
Grantor Trustees.of. The Parker Trust 3950. Homedale.Rd. #80 		
After Recording Return to (Name, Address, Zip): MOLINTAIN_TITLE:COMPANY. 222.S. 6th Klamath_Falls; OR.97601		Witness my hand and seal of County affixed. NAME TITLE By



which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebted-

which are in excess of the amount required to pay all reasonable costs, express and attorney's less necessarily paid or incurred by granton in such proceedings, and the balance applied upon the indebted press secured hereby; and form im so the incurred the pressent of the and expenses and attorney's less, both in the trial and appliet be in the intervent and the index of the property in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and throm time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconvegances, for cancellation), without atlacting the liability of any person for the payment of its endorsement (in case of full reconvegances, tor cancellation), without atlacting the liability of any person for the payment of its endorsement (in case of full reconvegances, tor cancellation), without atlacting the liability of any person for the payment of its any time and the recitals therein of any matters or tacks shall be conclusive proof of the truthulness thereod. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.
10. On any delault by grantor hereod, in its way names or a or dherwise collect the rents, issues and profits, including those past due and unpaid, and apply the dame, his costs in the behavior of any security for the indebtedness hereby as ecured, enter upon and taking boxessin of the property. The collection of such rents, issues and profits, including those past due and unpaid, and apply the dame, his costs in the behavior of any security for the indebtedness hereby as a discressid, shall not cure or waive any default or nitice of a suce and of lise in approach of the property in a dama and the recital shall be cost or discresside shall not cure or waive any default or nitice of a security in the indebtedness hereby as a morting of security and the recital shall be cost oreconsent the cost or dis a secure

made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county of counties in which the property is situated, shall be conclusive proof of proper appointment of the successor fustee. 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. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever delend the same against all persons whomsoever

This deed applies to, inures to the benetic 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 mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

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* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) not applicable; if warranty (a) is applicable and the baneficiary is a credi as such word is defined in the Truth-in-Lending Act and Regulation Z, t beneficiary MUST comply with the Act and Regulation by making requir disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivale If compliance with the Act is not required, disregard this notice.	her Joanna L. Justus
STATE OF OREGON, County of	f
This instrument was ackno	wledged before me on March 1, 1993,
by Glenn G. Justus & Joa	anna L. Justus
This instrument was ackno	wledged before me on
<i>by</i>	가지 같은 것 이 것이다. 이 같은 것은 것이라는 것은 것이라는 것을 실었다. 가는 것을 받았다.
as	가 있는 것 같은 사람이 가지 않는 것 같은 것 같
OFFICIAL SEAL	na in terretaria de la companya de l Nomentaria
MARY KENNEALLY NOTARY PUBLIC - OREGON COMMISSION NO. 014776 MY COMMISSION EXPIRES APR 20, 1996	My commission expires 4 20 [96]
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at request of <u>Mountain Title C</u>	the lst day
of <u>March</u> A.D., 19 <u>93</u> at <u>3:27</u>	o'clock <u>PM</u> , and duly recorded in Vol. <u>M93</u> ,
of <u>Mortgages</u>	on Page4252
가 있는 것은 것은 것을 하는 것을 가지 않는 것을 알았는 것을 하는 것을 가지 않는 것을 가지 않는다. 같은 것은 것은 것은 것은 것은 것을 것을 다니 것은 것을 알았는 것을 하는 것을 알았는 것을 것을 수 있다. 것을 것을 것을 수 있다. 것을 수 같은 것은 것은 것은 것은 것은 것은 것을	Evelyn Biehn County Clerk
FEE \$ 15.00	By Danue Mulinolate
그 그는 물건을 다 다 같은 물건을 받을 것을 것을 수 있다.	
· 사실에 가장 사실 수 있는 것은 것은 것은 것은 것은 것은 것을 가장 같은 것은 것을 가장 같은 것을 많은 것을 많았다. - 사실에 같은 사실 수 있는 것은 것은 것을 많은 것을 같은 것을 하는 것은 것을 많은 것을 많았다. 동물 것은 것은 것은 것을	21 - 문제, 그는 2011년 1월 1일에 가장 2월 2일에 있는 것이 가장 가장 가장 같이 있다. 2월 1일에 대한 전쟁이는 일을 가장 같은 것이 같이 가지 않는 것이 가장 가장 같이 많습니다. 2월 1일에 대한 전쟁이는 일을 가장 같은 것이 같이 가지 않는 것이 같이 많습니다.