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K-43064 TRUST DEED Vol<u>m93</u> Page <u>5400</u>⊕

	rHIS	TRUS	T DEE	D, mac	le this	1	5TH	day of	MAR	СН		, 199	3, between
	3 W. J	BRUC	E L. D	URANT	AND T	RUDI	E D. DI	RANT, h	iusband	and wit	e <i>j. a</i> s	Gear	TOB
		KLAM	ATH CO	UNTY	TI'CLE	COMP	ANY	as 7	Rustec	, and			
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	rtor,	JACK					DA MAKI survivo		(, nuspa	and and	wire,	, -as=	Pestee, and
- अप्रता -	ttor,	JACK							k, nusp	and and	wile,	, as-	Preside, and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

SEE ATTACHED EXHIBIT "A"

RETRUN TO: KLAMATH COUNTY TITLE COMPANY 422 MAIN STREET KLAMATH FALLS, OREGON 97601

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.

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

not sooner paid, to be due and payable at maturity , 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note

The date of maturity of the debt secured by this instrument is becomes due and payable.

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

1. To protect, preserve and maintain said property in & doc condition and repair; not to compile to preserve and maintain said property in & doc condition and repair; not to compile or restore promptly and in & dod 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 comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests to join in executing such tinancing statements pursuant to the Uniform Commiercial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lim search in the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary with loss payable to the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as roon as insured; if the grantor shall lail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least liften days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary way procure the same at grantor's seemance and in deliver said policies to the beneficiary at least liften days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's seemance and to deliver said policies to the beneficiary and the such procure any part thereof, may be released to grantor. Such applied by beneficiary upon une in the second

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, if 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 aftorrey's fees 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 attorrey's fees, both in the trial and appellate courts, necessarily paid or incurred by heneficiary in such proceedings, and the balance applied upon the indebtetress 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 heneficiary'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 for 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 grantee in any reconveyance may be described as the "person or persons legally entitled thereto." and the recitals therein of any matters or facts shall be conclusive proud of the truthfulness therein of any matters or facts shall be conclusive proud of the truthfulness therein of any matters or facts shall be conclusive proud of the truthfulness therein of any matters or 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 of the without engard to the adequacy of any security for indebtedness secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents issues and prolits 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 prolits, or the proceeds of fire and other property, and the application or release thereof as aloresaid, shall not cure or 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 resence with respect to such payment and/or performance, the beneficiary may devent the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortage or direct the trustee to foreclose this trust deed in the beneficiary at his election may direct the trus

together with trustee's and attorney's tees 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 properly 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 delive 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 luct shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the famior and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powler provided herein, trustee shall apply the proceeds of sale to payment a reasonable charke by trustees stationers, cornepnsation secured by the trust deed. (3) to all persons attorney, evolved liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest and the deed as their interest may appear in the order of their priority and (4) the surplus.

16. Beneticiary may from time to time appoint a successor or successor.

surplus, it 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 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 conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiarly which, when recorded in the mortsage records of the county or counties in which the property is situated, shall be conclusive greef 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 frust 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 truster 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 insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof; or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

nd that he will warrant and fore	ver defend the san	ne again:	st all persons	whomsoever.		
The grantor warrants that the pro (a)* primarily for grantor's person (b) for an organization, or (even						
This deed applies to, inures to the personal representatives, successors and a secured hereby, whether or not named as gender includes the teminine and the neu	issigns. I ne term bene a banaficiary herein	In constru	ing this deed an	d whenever the	visees, administr ncluding pledgee context so require	ators, executors, , of the contract es, the masculine
IN WITNESS WHEREOF	, said grantor has	hereunte	set his hand	the day and	ear ti)st above	written
* IMPORTANT NOTICE: Delete, by lining out, not applicable; if warranty (a) is applicable as such word is defined in the Truth-in-Len	end the beneticiary is a	Creditor	BRUCE D.	DURANT,	DUSMIT	<i></i>
as such word is defined in the Act and beneficiary MUST comply with the Act and disclosures; for this purpose use Stevens-Nes If compliance with the Act is not required, di	Form No. 1319, or equ	edough .	TRUDIE D	. DURANT	round.	
STATE O	F OREGON, Cour	ity of	Kla	math	.) ss.	10 93
D	s instrument was a	and Iri	inie v. vur	alit		
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OFFICIAL SEAL DEBRA BUCKINGHAM		C	Deien	Bulins	V Classia Pi	blic for Oregon
MOTARY PUBLIC - OREGON COMMISSION NO. 020140		М	y commission	expires		Blic for Oregon
Bry CCEPHRUIN EXPIRED DEC. 12, 12:	Page 1					
	REQUEST	FOR FULL I	RECONVEYANCE			
	To be used only	when oblig	ations have been pai	id. Tanàna ao amin'ny		
<i>TO</i> :		\$ 1. I I				
The undersigned is the legal owr trust deed have been fully paid and sa said trust deed or pursuant to statute herewith together with said trust deed) estate now held by you under the same	isfied. You hereby are to cancel all evidence and to reconvey, with	e directed, ces of inde out warra	on payment to ebtedness secure onty, to the part	d by said trust ties designated b	deed (which are y the terms of s	delivered to you
	, 19					
				(S)		
					ficiary	
Do not lose or destroy this Trust Doed OR	THE NOTE which it secures	. Both must	be delivered to the !	trustae for concellatio	on before reconveyant	e will be made.
TRUST DEEL					F OREGON,	ss.
(FORM No. \$81-1) STEVENS-NESS LAW PUB. CO., PORTLAND.	ORE.			I cen	tify that the w	ithin instrument
				was receiv	ed for record o	n theday , 19,
				at	oʻclqckl	M., and recorded
	Grantor	SPACE R		in book/r	eel/volume No	s fee/file/instru-
		RECORDE	建铁矿 人名斯特里亚瓦	ment/mic	rofilm/recepti	on No
				Record of Wi	Mortgages of tness my ha	said County. nd and seal of
	eficiary			County a		
AFTER RECORDING RETURN						

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A tract of land located within, and being a part of, the El of the SEl of Section 15 and the SWl of Section 14, all in Township 38 South, Range 9 East of the Willamette Base and Meridian, Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamtte Base and Meridian; thence N. 28'07'05" W., a distance of 1500.00 feet to the North boundary of the SEt of the SEt of Section 15; thence N. 46°08'22" E., a distance of 950.00 feet to the section 1ine common to Sections 15 and 14; thence S. 60°26'26" E., a distance of 1310.41 feet to the North boundary of the St of the SWt of Section 14; thence same which is distant 660.00 feet from the Northeast corner of the St of the SWt of said Section 14; thence S. 1°44'37" E., parallel with the East boundary of the Wt of Section 14, a distance of 1319.58 feet to the South boundary of crease, to the point of beginning.

EXCEPT the following described tract referred to as the Rifle Range Area located within, and being a part of the El of Section 15 and SWl of Section 14, all in Township 38 South Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 0°38'06" W., along the boundary common to aforesaid Sections 14 and 15, a distance of 792.02 feet; thence N. 42°22' W., 256.73 feet; thence N. 28°40'30" W., 207.87 feet; thence N. 61°15' W., 237.60 feet; thence N. 34°35'30" E., 615.18 feet; thence N. 47°51'17" E., 130.78 feet; thence S. 46°36'44" E., 2097.90 feet; thence S. 0°48'40" E., a distance of 411.75 feet to the South boundary of of 1486.99 feet, more or less, to the point of beginning.

AND EXCEPT a tract of real property generally known as the Water Storage Area in the SE; of the SE; of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 0°38'06" W., along the boundary common to Sections 14 and 15, a distance of 792.02 feet; thence N. 42°22' W., a distance of 256.73 feet to the true point of beginning of this description; thence N. 28°40'30" W., 207.87 feet; thence N. 61°15' W., distance of 292.61 feet to the true point of beginning.

Page 2 of Description

TOGETHER with the perpetual right of joint use of the road providing access, said access roadway being a strip not to exceed 40 feet in width. 1915 20 feet on each side of the following described centerline:

Beginning at the Southeast corner of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 89°57'09" W., along the South boundary of said Section 15 a distance of 1552.84 feet to the centerline of the Old Fort Road as now located and constructed, thence following the aforesaid centerline northward on the following courses: (1) along the arc of a 7.007° curve to the right a distance of 428.15 feet; (2) along the arc of a 3.997° curve to the left a distance of 353.98 feet; (3) N. 21°35' E., 210.76 feet; (4) along the arc of a 10.00° curve to the left a distance of 397.83 feet; and N. 18°12' W., a distance of 485.01 feet to the centerline of an existing road intersection from the Northeast; and being the true point of beginning of this description, thence leaving the Old Fort Road and following the centerline of said intersecting road on the following courses; (1) along the arc of a 41.00° curve to the right a distance of 97.15 feet; (2) N. 21°38' E., 517.04 feet; (3) along the arc of a 29.00° curve to the right a distance of 440.59 feet; (4) S. 30°36' E., 106.86 feet; (5) along the arc of a 13.00° curve to the left a distance of 406.28 feet; (6) S. 83°25' E. 82.39 feet and (7) along the arc of a 30.00° curve to the right a distance of 393.39 feet, more or less to the boundary of the Rifle Range Area.

STATE OF OREGON: COUNTY OF KLAMATH: ss.	the 16th day
Filed for record at request ofKlamath County	o'clock A.M., and duly recorded in Vol. M93
of March A.D., 19 93 at 10.73	n t t n o County Clerk
	By Danline Millenders
- pppp : 세 c 25 : 00 - 호텔 기업 : - 전환 기업 등 급하면 등 제한 등을 하는 점점 : - 전환 기업 :	· 인하들의 - 호텔 환경에 인물하게 되는 하는 한글로 되는 내가 있다는 그 부모를 만든 하는 분들은 하는 분들은 보다는