	R91-11841-02 115'01 614:11		YAN SC ¹ 98 MAY	13 AH 9 58 TRUST DEED ,	@ Vol <u>m9</u>	<u>3_</u> Page_ 1071;
WITNESSETH:	This Trust	Deed, made	this D & S PROPER	<i>10 PH</i> day RTIES	, as Gr	antor(s),
Giantol hievolably giants, bargants, sens and conveys to musice in music, with power of sale, the property in Manhath County, orego				WITNESSETH:		

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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 said real estate.

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of (\$ 17,917.50). This loan shall be interest-free (0%) and shall be due and payable in full upon sale or transfer, for any reason, of the subject property. The full amount of this note is due and payable on <u>5-10-2003</u>.

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

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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 comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

It is mutually agreed that:

3. 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 attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary.

4. 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 those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto, and that he will warrant and forever defend the same against all persons whosoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are for improvement of dwelling on described property.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devicees, administrators, executors, personal representatives, successors and assigns. The terms beneficiary shall mean the holder and owner, including pledges, or the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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STATE OF OREGON	
County of Klamath) as	D & S PROPERTIES
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OFF	ICIAL SEAL D.J. HOPERICH
NOTARY I	PUBLIC-OREGON Notary Bublic for O
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My commission expires: <u>12-5-95</u>	AW PERCENT AND A DESCRIPTION OF
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the terms of said trust deed or pursuant to stat delivered to you herewith together with said trus said trust deed the estate now held by you unde	Additional. Four hereby are directed, on payment to you of any sum owing to you ute, to cancel all evidences of indebtedness secured by said trust deed (wh st deed) and to reconvey, without warranty, to the parties designated by the t er the same. Mail reconveyance and documents to DATED:
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