	09-13-93P01:42 RCVD		
NL 68001 M TC	IRUST DEED 30795	Vol. M93 Page_	ACTION AND ACTION ACTION AND ACTION
THIS TRUST DEED, made this9th HAROLD ELLIOT	30' 195 day of		*7
REM	TTTLE COMPA	JV	, as Grantor,
BENI LOUIE ALACANO AND DEANNA ALACANO, h		fe with the right of su	
Grantor irrevocably grants, bargains, sells a	WITNESSETH:	ustee in trust, with power of s	ale, the property in
KLAMATH County, Oregon, d. Lots 6 and 20 in Block 1, Lots 12 at 1204, LITTLE RIVER RANCH, according of the County Clerk of Klamath Count	escribed as: nd 21 in Block to the offic	k 3, and Lot 3 in Block	4, Plat No.
together with all and singular the tenements, hereditaments or hereafter appertaining, and the rents, issues and profits the property.  FOR THE PURPOSE OF SECURING PERFORM, TWENTY FIVE THOUSAND AND 00/100	thereof and all fixtu	res now or hereafter attached to or u	ised in connection with
note of even date herewith, payable to beneficiary or ordinot sooner paid, to be due and payable September . 1.	er and made by gra:	with interest thereon according to the neter, the final payment of principal 03	terms of a promissory and interest hereof, if
The date of maturity of the debt secured by this in becomes due and payable. In the event the within descrit sold, conveyed, assigned or alienated by the grantor withou at the beneficiary's option, all obligations secured by this is become immediately due and payable.  To protect the security of this trust deed, grantor age 1. To protect, preserve and maintain the property.	strument is the date bed property, or any it first having obtain instrument, irrespection rees:	, stated above, on which the final in part thereof, or any interest thereised the written consent or approval of the maturity dates expressed to the maturity dates expressed to	in is sold, agreed to be of the beneficiary, then, therein, or herein, shall
provement thereon; not to commit or permit any waste of 2. To complete or restore promptly and in good and	the property. I habitable condition		
damaged or destroyed thereon, and pay when due all costs 3. To comply with all laws, ordinances, regulations, so requests, to join in executing such linancing statements to pay for filing same in the proper public office or office	incurred therefor. covenants, condition pursuant to the Uni	s and restrictions affecting the prop form Commercial Code as the benef	erty; if the beneficiary
agencies as may be deemed desirable by the beneficiary.  4. To provide and continuously maintain insurance of the provide and such other hazards as the beneficiary written in companies acceptable to the beneficiary, with I ficiary as soon as insured; if the grantor shall fail for any real teast lifteen days prior to the expiration of any policy of the same at grantor's expense. The amount collected any indebtedness secured hereby and in such order as benefor any part thereof, may be released to grantor. Such apply under or invalidate any act done pursuant to such notice.	may from time to the lass payable to the lassass to procure any in finsurance new or inder any fire or other may determine the last may determine	ime require, in an amount not less t tter; all policies of insurance shall be such insurance and to deliver the po- hereafter placed on the buildings, the her insurance policy may be applie , or at option of beneficiary the enti-	han \$ INSULABLE VALUE is delivered to the hene- licies to the beneficiary be beneficiary may pro- d by beneficiary upon fre amount so collected.
assessed upon or against the property free from construction lier assessed upon or against the property before any part of promptly deliver receipts therefor to beneticiary; should t liens or other charges payable by grantor, either by direct ment, beneticiary may, at its option, make payment therefore debt secured hereby, together with the obligations described in the debt secured by this trust deed, without waiver of any with interest as aforesaid, the property hereinbefore described and the nonpayment thereof shall, at the option of the ber	such faxes, assessme he grantor tail to me payment or by provi eof, and the amoun paragraphs 6 and 7 rights arising from bi ibed, as well as the , and all such paym	nts and other charges become past take payment of any taxes, assessment ding beneficiary with funds with wit to paid, with interest at the rate of this trust deed, shall be added to reach of any of the covenants hereof grantor, shall be bound to the saments and the count of the saments shall be immediately due and yours shall be immediately due and your shall be shall be immediately due and your shall be shall be immediately due and your shall be shall be shall be immediately due and your shall be sha	due or delinquent and sis, insurance premiums, hich to make such paves set forth in the note of and become a part of and for such payments, se extent that they are nayable without notice,
able and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust is trustee incurred in connection with or in enforcing this of 7. To appear in and defend any action or proceeding and in any suit, action or proceeding in which the benefic to pay all costs and expenses, including evidence of title an mentioned in this paragraph 7 in all cases shall be fixed be the trial court, grantor further agrees to pay such sum as to	including the cost of bligation and trustee ig purporting to after lary or trustee may not the beneficiary's by the trial court and	title search as well as the other cos's and attorney's fees actually incurrect the security rights or powers of appear, including any suit for the for trustee's attorney's fees; the and in the event of an appeal from any	sts and expenses of the red.  beneficiary or trustce: oreclosure of this deed, ount of attorney's fees pudgment or decire of
torney's fees on such appeal.  It is mutually agreed that:  8. In the event that any portion or all of the prop- ticiary shall have the right, if it so elects, to require tha	erty shall be taken i t all or any portion	under the right of eminent domain of the monies payable as compen	or condemnation, bene- sation for such taking.
NOTE: The Trust Deed Act provides that the trustee hereunder in trust company or savings and loan association authorized to do be rized to insure title to real property of this state, its subsidiaries, agent licensed under ORS 696.505 to 696.585.	cusiness under the laws	of Oregon or the United States, a title t	insurance company quihe-
TRUST DEED		STATE OF OREGO	53.
		County of	t the within instru-
HAROLD ELLIOT		ment was received	for record on the
La Pine, OR 97739		day of	
Grantor	SPACE RESERV	rep ato'clock	IN , and recorded

TRUST DEED

County of
I certify that the within instrument was received for record on the day of 19 at 60 clock 19 at 60 clock

which are in excess of the amount required to pay all resonable costs, expenses and attermy's fees necessarily paid or incurred by greater in such proceedings, shall be paid to beneficiary and applied by it lies upon any nessonable costs and expenses and atterney's fees, both into secured hereby; and granter afrees, at its own expense, to take such astions and execute such instruments as shall be mecessary.

3. At any timemental property in a secure of the property of the such astions and execute such instruments as shall be mecessary and a secure such instruments as shall be mecessary and the note for endorsement (in case of tall reconveyances, for cancellation), without attenting the linking of any person for the payment of the indibited dataset, trusteen may (a) consent to the making of any map or plan of the property; (b) pind any person for the payment of ing any restriction thereon; (c) pin in any subordination or other afreement affecting this deed or the lieu or charge thereof; (d) included thereto?

In additional thereon; (a) pin in any subordination or other afreement affecting this deed or the lieu or charge thereof; (d) included thereto; and the rectises of the property. The grantes in any reconversor may be described as the "person or persons least for any of the services mentioned in this paragraph shall be not less than 35.

In addition, the shall be a services and expenses of the property of the indibited hereby secured, enter upon any deland by greator hereunder, beneficiary may at any time without notice, either in person, including tensors to be a service and the property of the indibited property in the order as beneficiary may determine.

In The nesting upon and faking possession of the property, the colorion of such rent, issues and profit, including those past indibited assessment to the property of the indibited property, and in such order as beneficiary may determine.

In The nesting upon and daily the same, less costs and expenses of our property of the indibited property is consistent

## EXCEPT COVENANTS, RESTRICTIONS, AND EASEMENTS OF RECORD

This deed applies to, inures to the benefit 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.
* 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-Noss Form No. 1319, or equivalent	HAROLD ELLIOT
It compliance with the Act is not required, disregard this notice.	
STATE OF OREGON, County of De	schutes
byHAROLD ELLIOT	dged before me on September 9 1993
This instrument was acknowled	dged before me on
by	
as	
of	1
OFFICIAL STAL  KESS Y LIVER TO THE TOTAL TOT	Notary Public for Oregon y commission expires 03/10/97
STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of Mountain Title  of Sept A.D., 1993 at1:42 or	Clock P.M. and duly recorded in Vol. M93
of <u>Mortgages</u> FEE \$15.00	on Page 23498 Evelyn Biehn County Clerk By Double