



11-03-93 A11:35 RCVD



Vol. m93Page 29047

OREGON USE ONLY

AFTER RECORDING RETURN TO:

DEED OF TRUST MTC 31276

AND SECTION OF THE COURT ASSESSMENT OF THE BUILDING STANDARD OF THE STANDARD O	termination of the
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Whose address in PO BOY 18 between ROGER D AND ROSILAND A LARCEN	
	\$ 10 THE
("Grantor"); MOUNTAIN TITLE CO OF KLAMATH CO, the address of which is and its successors in trust and costs of the successors of the su	
and its successors in trust and continuous and c	
1201 Third Avenue Scall- and assigns ("Irustee"); and WASHINGTON MICHAEL	
1. Granting Clause Grantor hereby greater in the address of	which is
County, Oregon, described below, and all rights and interest in it Grantor ever gets:	perty in
Lots 4, 5, 6 and 7 in Block 29, of the SUPPLEMENTAL PLAT OF MALIN, according to the Oregon. Oregon. County Oregon, described below, and all rights and interest in it Grantor ever gets: official plat thereof on file in the office of the County Clerk of Klamath County,	
Oregon. Oregon, according to the	
Clerk of Klamath County.	
together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, All of the property described above will be called the "better part of the real estate."	
objected with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, of Beneficiary may be considered to be either personal property or to be part of the real estate. All of the property described above will be called the "Property." To the extent that any of the Property.	
All of the property described above will be called the "Property or to be part of the real estate"	drapes,
All of the property described above will be called the "Property or to be part of the real estate. All of the property described above will be called the "Property." To the extent that any of the Property is personal property and this Deed of Trust shall constitute a fixture filing. This Deed of Trust shall constitute a fixture filing.	Option
2. Security Ttis 2 Security Agreement between Grantor and Report	eficiary,
FIFTEEN THOUSAND of Trust is given to secure performance of each promise of a	ciary.
/s 15 000 00	
(s_123,000,00) (called the "Loan") with interest as provided in the Note which evidences the Loan (the "Note"), and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary as provided in Section 9 of this Deed of	Dollare
money is called the "Debut The Note" by Beneficiary under Section 6 or otherwise and costs of Beneficiary as provided in Section 6 or otherwise and costs of	id anv
contained herein, and the paym renewals, modifications or extensions thereof, it also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of money is called the "Debt." The final maturity date of the Loan is	Trust,
그는 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은	OF BIRS
If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount and/or Loan 3. Representation of Grantor Grantor Grantor represents that:	10000
3 Representation of the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will cause the payment amount and the interest rate will be payment and the payment and the interest rate will be payment and the interest rate will be payment and the interest rate will be payment and the payment and the interest rate will be payment and the payment	
3. Representation Of Grantor Grantor represents that: Grantor is the owner of the Property, which is unencumbered except by e	term
A COLUMN ON SUIT OF THE CONTROL OF A COLUMN OF THE CONTROL OF THE CONTROL OF THE COLUMN OF THE COLUM	ghh i d
Grantor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the interest of the Property, and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Benefit all other sums secured hereby, or if Grantor agrees to sell or transfer the property or any interest therein is sold or otherwise transferred by Grantor without Grantor's first repaying in full the property or any interest therein without first repaying in full the Debt of data of the date of the sale or transfer until paid in full. In addition, Beneficiary and bear interest at the Debt to Debt in the Control of the sale or transfer until paid in full. In addition, Beneficiary and bear interest at the Debt to the sale or transfer until paid in full. In addition, Beneficiary the control of the sale or transfer until paid in full. In addition, Beneficiary the control of the sale or transfer until paid in full. In addition, Beneficiary the control of the sale or transfer until paid in full. In addition, Beneficiary the control of the sale or transfer until paid in full. In addition, Beneficiary the control of the sale or transfer until paid in full.	nded
all other sums secured hereby, or if Grantor agrees to sell or transfer the property or any interest therein is sold or otherwise transferred by Grantor without Grantor's first repaying in full the Debt shall become immediately due and payable without notice from Beneficiary and bear interest at the Debt for default permitted by this Deed of Trust. The promises of Grantor Grantor promises:	ciary.
	and
(a) To Land Grantor Grantor promises:	maæ
	ues
conditions and representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply without Beneficiary's prior written consumptions. (c) To pay on time all lawful taxes and assessments as it.	
(c) To pay on time all lawful taxes and assessments on the Property; (d) To perform on time all terms, covenants and conditions the Property; (d) To perform on time all terms, covenants and conditions to the Property;	ent, ints,
(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage to Beneficiary. Beneficiary shall be named as the loss paves on all to the risks as beneficiary. Beneficiary shall be named as the loss paves on all to the risks are the improvements. The paves of the insurance coverage to Beneficiary. Beneficiary shall be named as the loss paves on all to the risks are the improvements and to the risks are the improvements and to the risks are the improvements.	ali
ind against such other risks as Beneficiary may reasonably require in an amount equal to the full insurable value of the and extended coverage to Beneficiary. Beneficiary shall be named as the loss paves on all such insurable value of the insurable val	nih.
to it und this beed of Trust and the loss have on all and the	110,

3. Descritor Solo in Process paternance and order to be discuss sequinity methods and in-

and against such other risks as beneficiary may reasonably require, in an amount equal to the fluid state value of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause; and (f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3, and to keep the Property

free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance (other than those described in Control of in Section 3) over this Deed of Trust in any pleading filed in any action, the assertion alone shall impair the lien of this Deed of Trust for purposes of this Section 50. section 3) over tins Deed or trust in any preading tired in any action, the assertion alone shall impair the tien or this Deed or trust for purposes or trus Dectaon 2(t).

6. Curing Of Defaults: If Grantor fails to comply with any of the covenants in Section 5, including compliance with all the terms of any prior mortgage or any prior mortgage or the covenants in Section 2 to the covenants of t

deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failing to comply Repairing to Repair the Repairing to Repairing to Repair the Repair the Repairing to Repair the Repairing the Repairing to Repair the Repairing the Repairin deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Granton's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Granton shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate (as that term is defined below) and be repayable by Grantor on demand. interest at the Default hate (as that term is defined Delow) and the repayable by Granico on Centain.

A set free a part of the part of the set erson, transmitting the properties with Capara ton at a conficultation of a post builder for properties are a The configuration of the properties at the size at between the time recover of the last motive in a contract of Secure and a property of the Dead of the property contrage which is the property of the property of the Dead of the property o

7. Defaults; Sale (a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other a creach or any or the promises contained in this beed of trust or any other document securing the Loan, Grantor will be in delauft and the option of Beneficiary. If Grantor is in default money whose repayment is secured by this beed of Trust shall immediately become due and payable in full at the option of Beneficiary. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the principal balance of the Loan on the day repayment in full is demanded, will bear interest and denendary exercises its right to demand repayment in full, the principal default can on the day repayment in full is demanded until repaid in full, and, if Beneficiary so requests in at a rate of fifteen percent (15%) per year (the "Default Rate") from the day repayment in full is demanded until repaid in full, and, if Beneficiary so requests in at a rate or inteen percent (1590) per year (the Delault Hate) from the day repayment in full is demanded until repaid in full, a confidence with Oregon law, at a public auction to the highest bidder. Any person except Trustee may bid at the Trustee's writing. Trustee shall sell the Property in accordance with Oregon law, at a public auction to the highest bidder. Any person except Trustee may bid at the Trustee's willing. Trustee shall sell the Property in accordance with Chegoniaw, at a public accion to the ingliest bloder. Any person except musice may be a trustee and lawyer's fee; (ii) to the obligations sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations

by this beed or trust; and (iii) the surplus, it any, shall be distributed it accordance with dregon law.

(b) Trustee shall deliver to the purchaser at the sale its deed; without warranty, which shall convey to the purchaser the interest in the Property which secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed in accordance with Oregon law. Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor Chantor had on the interest in the property which Grantor had the power to convey at the time of execution of this beed on trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this beed subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this beed subsequently acquired. If using a used shall recite the lacis showing that the sale was conducted in compliance with all the requirements of aw and of this sector of Trust. This recital shall be prima facile evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encum-

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or sue on the Note according to law. Beneficiary may also take such other action as it considers appropriate, including the securing of appointment of a receiver

exercising the rights of a secured party under the Unitorth Commercial Code.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment and/or exercising the rights of a secured party under the Uniform Commercial Code of the control of the rights of a secured party under the Uniform Commercial Code of the control of the rights of a secured party under the Uniform Commercial Code of the control of the control

8. Condemnation; Eminent Domain In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount when due of all other sums so secured or to declare default for failure to so pay of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary

e applied triereto.

9. Fees And Costs Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees: in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged reasonable lawyers lees: in any lawsuit or other proceeding to loreclose this deed of must, in any lawsuit or proceeding which be reliciously of the to prosecute or defend to protect the lien of this Deed of Trust; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the

Property under the Uniform Commercial Code, in any bankruptcy proceeding, and on any appeal from any of the above.

10. Reconveyance Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of The Conveyance included shall reconvey all or any part of the Property covered by this beed on trust to the person entitled thereto. Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto. anior and peneliciary, or upon satisfaction of the peopland other congations secured and written request for reconveyance by Beneficiary or the person entitled inereto.

11. Trustee; Successor Trustee in the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor

Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall trustee, and upon the recording of such appointment in the mortgage records of the country in which this beed of trust or of any action be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action

De vested with all powers of the original flustee. Hostee is not obligate to notify any party thereto of a perioding sale under any other deed of flust of or any action or proceeding is brought by the Trustee.

or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Miscellaneous. This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The terms demendary sharemean are noticel and owner or the note secured by this beed of must, whether or not that person is named as beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust required to be in a first to the following the person in the person is named as beneficiary interest. the words used in this Deed of trust reterming to one person shall be read to reter to more than one person it two or more have signed this Deed of trust is determined to be invalid under law, that fact shall become responsible for doing the things this Deed of Trust requires. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall be construed as if not containing the particular provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provisions held invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provisions held The invalidate any other provision of this beed of must, but the beed of must shall be construed as it not containing the particular provision of provisions field to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE CARREST DESCRIBED IN THIS INSTRUMENT OF THE PROPERTY OF THE PRO

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF AFFECUATION SHOULD CHECK AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIEY APPROVED USES.

) REGULATIONS. BEFORE SIGNING OR ACCEPTING H THE APPROPRIATE CITY OR COUNTY PLANNIN	day of OCTOBER 1993
DATED this	day of
PETER THORSAND	Loger O Jara
ATE OF OCCOON (SS:	A de Como Day Band Jane
OUNTY OF COMMENT OF THE PROPERTY WAS acknowledged before me. 30 bits and acknowledged before me. 30 bits acknowledged before m	
nis instrument was acknowledged before me	by Roger D. Larsen
nct. 29th 1993	by Kuga as.
Rosiland Large	2) Composite Bachman
official plat the control	
OFFICIAL SCHOOL	
NOTARY PUBLIC - OREGON NOTARY PUBLIC - OREGON COMMISSION NO. 017358	My commission expires Que 9, 1996
MY COMMISSION EXPIRES AGO	
	하면 한다면 하는데 그는 그 그는 그
STATE OF OREGON: COUNTY OF KLA	[2] 전략성으라면, 하고 하는 등 등을 생각하는데, 하는데 이번 하나 하는데 등 사는데 등 1. 등 보다 하는데 보다 day
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