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2.04° 8	With Martin Charles		UL OL	the survivor thereof	NAMES OF AN AND A STREET OF AN
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CVMAIL STPE OF ALCOME required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by frantue in such proceedings, shall be paid to beneficiary: and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellates courts, necessarily paid or incurred by property, and expenses, and the balance applied upon the indebted mess secured hereby; and grantor agrees, at its own expense, to take such actions and executes such, instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary' necessary and executes such, instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary in such proceedings, and the balance applied upon the indebted mess, firstee may (a) consent to the making of any map or plat of the property (b) join in granting any essement or creating any restitution thereor, "and there in any the property. The grantee in any reconveyance may be described as the "person or person if the exists thereof. Trustee's any of the service mentioned in this principant hall be not assimption." Some principant will be not assimption to any attraction thereof. The part thereol, in its own name sue or otherwise collect the rents, issues and profits, including those assisted expenses of the exist the store of a system of a store exist. The entering upon and taking possession of the property or any part thereol, in its own name sue or otherwise collection, including those assisted and profits, including those assisted expenses of the essence withing possession of the property or any part thereol, in its own name sue or otherwise collection is used and profits, or the proceeds of its allocation insurt adving possession of the property or any part thereol, in its own name sue or otherwise collection, including those assisted and profits, profits, profits, or the proceeds of its allocation or eallows the property or any part thereol, in its own mane sue or otherwise collection, includ

grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein; trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded 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, it any, to the grantor or to any 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 and a duties conferred upon any trustee herein named or appointed hereunder. Each 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 beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof 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 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 in the simple of the real property and has a valid, unencumbered title thereto eXCept Trust Deed recorded in favor of wy party hereto is and a valid, unencumbered title thereto eXCept Trust. Deed recorded in Volume M93, page 20105, Microfilm Records of Klamath Cou

and that the grantor will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family, or household, purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes. 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 ferm beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

Secured hereby, whether or not named as a beneficiary herein. Some and or beneficiary may each be more than one person; that In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each 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) is
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 to DAWN GAY MC LING
If compliance with the Act is not required, disregard this notice.
STATE OF OREGON, County ofKlamath
this instrument was acknowledged before me on <u>November 3</u> , 19 93
This instrument was acknowledged before me on
<i>b</i> у
as
OFFICIAL SEAL KRISTI L. REDD NOTARY PUBLIC - OREGON
MY COMMISSION NO. 010431 20 COMMISSION Public for Oregon MY COMMISSION ASPIRES NOV. 16, 1995 0 My commission expires 11/16/75
A STATISTICS IN THE ASSOCIATE OF DE LAST SALE SALE SALE SALE SALE SALE SALE SALE
STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Mountain Title co
of <u>Nov.</u> A.D., 19 93 at 9:45 o'clock <u>A.M.</u> , and duly recorded in Vol. <u>M93</u> ,
of <u>Mortgages</u> on Page <u>29107</u>
FEE \$15.00 Evelyn Biehn County Clerk By Qouline Mullisday
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