A No. 881—Origin Trest Doed Series—IRUST DEED. ON 10 10 10 10 10 10 10 10 10 10 10 10 10	Vol. m94 Page 10285
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THIS TRUST DEED, made this day of Hutcheson & Van Winkle Construction, an Oregon	Corporation
Hutcheson & van winkle construction, an oregon	, as Grantor,
Acres Mitle & Econsul Inc	
Aspen Title & Escrow, Inc. Patsy J. Baker, Conservator of Olive Baker, a	Protected Person
	, as Beneficiary,
WITNESSETH	7:
Grantor irrevocably grants, bargains, sells and conveys to Klamath County, Oregon, described as:	trustee in trust, with power of sale, the property in
Lot 9, Block 202, MILLS SECOND ADDITION TO THE	E CTTY OF KLAMATH
FALLS, in the County of Klamath, State of Orec	gon.
ODE 1 MAP 3809-33DC TL 4300	
CODE 1 FAR 5009 5330 12 17000	
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ether with all and singular the tenements, hereditaments and appurtenance	es and all other rights thereunto belonging or in anywise now
hereafter appertaining, and the rents, issues and profits thereof and all lix	fures now of fierearist utilizated to of uses in second
FOR THE PURPOSE OF SECURING PERFORMANCE of each ag	greement of grantor herein contained and payment of the sum
Twenty Three Thousand and NO/100	
(\$23,000.00) Dollars	, with interest thereon according to the terms of a promissory
e of even date herewith, payable to beneficiary or order and made by a sooner paid, to be due and payable Maturity of Note 19	gumen, the time payment or principal and interest heroes, it
comes due and payable. In the event the within described property, or a	my part thereof, or any interest the conficiency then
d, conveyed, assigned or alienated by the grantor without first having obtite beneficiary's option, all obligations secured by this instrument, irrespective immediately due and payable. The Note secured by the To protect the security of this trust deed, grantor agrees! Upon a trust deed, grantor agrees.	ctive of the maturity dates expressed therein, or herein, shall is Trust Deed will become due and payable
To protect the security of this trust deed, grantor agrees: Upon ar	iy future sale of subject property."
1. To protect, preserve and maintain the property in good contents.	
o To complete or restore promptly and in 2000 and napitable condit	ion any building or improvement which may be constructed,
maged or destroyed thereon, and pay when due all costs incurred therefor	ions and restrictions affecting the property; if the beneficiary
3. To comply with all laws, ordinances, regulations, covernants, continued to the requests, to join in executing such linancing statements pursuant to the pay for illing same in the proper public office or offices, as well as the	Uniform Commercial Code as the beneficiary may require and cost of all liep searches made by filing officers or searching
pay for filing same in the proper public office of offices, as well as the	
4. To provide and continuously maintain insurance on the business	igs now or hereafter erected on the property against loss of Ve
mage by fire and such other hazards as the beneficiary may from the critten in companies acceptable to the beneficiary, with loss payable to the	to the heney
Ittell til Companes acceptante to the estationer,	e latter; all policies of insurance shan be derivered to the beneficiary
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least filteen days prior to the expiration of any policy of insurance now tree the same at grantor's expense. The amount collected under any fire or by indebtedness secured hereby and in such order as beneticiarly may determ any part thereof, may be released to grantor. Such application or release dier or invalidate any act done pursuant to such notice. 5. To keep the property free from construction liens and to pay all assessed upon or against the property before any part of such taxes, assessingly deliver receipts therefor to beneticiary; should the grantor fall to ensor other charges payable by grantor, either by direct payment or by pent, beneticiary may, at its option, make payment thereof, and the amount of the payment of the bolligations described in paragraphs 6 and the debt secured by this trust deed, without waiver of any rights arising from the fire payment of the obligation herein described, as well as the nonpayment thereof shall, at the option of the beneticiary, render belie and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust including the cost ustee incurred in connection with or in enforcing this obligation and true. To appear in and defend any action or proceeding purporting to make including the cost payall costs and expenses, including evidence of title and the beneticiary centroled in this paragraph 7 in all cases shall be lixed by the trial court her trial court, grantor further agrees to pay such sum as the appellate courtery's fees on such appeal. It is mutually agreed that: 8. In the event that any portion or all of the property shall be taked to insure that any portion or all of the property shall be taked to insure the toreal property of this state, its subsidiaries, affiliates, agents gent licensed under Octo 696.505 to 696.585. TRUST DEED Benefidery Benefidery	any such insurance and to deliver the policies to the beneficiary or herealter placed on the buildings, the beneficiary may proof other insurance policy may be applied by beneficiary upon mine, or at option of beneficiary the entire amount so collected, shall not cure or waive any default or notice of default here. I taxes, assessments and other charges become past due or delinquent and so make payment of any taxes, assessments, insurance premiums, reviding beneficiary with funds with which to make such paymount so paid, with interest at the rate set forth in the note of 7 of this trust deed, shall be added to and become a part of moreach of any of the covenants hereof and for such payments, the grantor, shall be bound to the same extent that they are syments shall be immediately due and payable without notice, all sums secured by this trust deed immediately due and payable without notice, all sums secured by this trust deed immediately due and payable stee's and attorney's fees actually incurred, affect the security rights or powers of beneficiary or trustee; attorney's lees; the amount of attorney's lees, and in the event of an appeal from any judgment or decree of the shall adjudge reasonable as the beneficiary's or trustee's attorney's lees; the amount of attorney's lees and in the event of an appeal from any judgment or decree of the shall adjudge reasonable as the beneficiary's or trustee's attorney and the security of the foregon State Bar, a bank, laws of Oregon or the United States, a title insurance company authoror branches, the United States or any agency thereof, or an estrow of mock/reel/volume No
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least filtered days prior to the expiration of any policy of insurance now the the same at grantor's expense. The amount collected under any fire or ny indebtedness secured hereby and in such order as beneficiary may determ any part thereof, may be released to grantor. Such application or release der or invalidate any act done pursuant to such notice. 5. To keep the property free from construction liens and to pay all essessed upon or against the property free from construction liens and to pay all essessed upon or against the property before any part of such taxes, assess compity deliver receipts therefor to beneficiary; should the grantor fail to ensor other charges payable by grantor, either by direct payment or by pent, beneficiary may, at its option, make payment thereof, and the am cured hereby, together with the obligations described in paragraphs 6 am to debt secured by this trust deed, without waiver of any rights arising frost ith interest as aforesaid, the property hereinbefore described, as well as bound for the payment of the obligation herein described, and all such pay and the nonpayment thereof shall, at the option of the beneficiary, render ble and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust including the cost stee incurred in connection with or in-enforcing this obligation and truentsee incurred in connection with or in-enforcing this obligation and truentsee incurred in connection with or in-enforcing this obligation and truentsee incurred in connection with or in-enforcing this obligation and truentsee incurred in connection with or in-enforcing this obligation and truentsee after the payable country frantor further afteres to pay such sum as the appellate country and the payable of the payable country, grantor further afteres to pay such sum as the appellate country seed to have a sum of the property of this state, its subsidiaries, affillotes, again likes to the further aftered to business under the first of the payable payable payable pay	any such insurance and to deliver the policies to the beneficiary or herealter placed on the buildings, the beneficiary may proof other insurance policy may be applied by beneficiary upon nine, or at option of beneficiary the entire amount so collected, shall not cure or waive any default or notice of default here- l taxes, assessments and other charges that may be levied or sments and other charges become past due or delinquent and so make payment of any taxes, assessments, insurance premiums, reviding beneficiary with funds with which to make such paymount so paid, with interest at the rate set forth in the note of 7 of this trust deed, shall be added to and become a part of mibreach of any of the covenants hereof and for such payments, the grantor, shall be bound to the same extent that they are syments shall be immediately due and payable without notice, all sums secured by this trust deed immediately due and pay- ut of title search as well as the other costs and expenses of the stee's and attorney's fees actually incurred. affect the security rights or powers of beneficiary or trustee; any appear, including any suit for the foreclosure of this deed, y's or trustee's attorney's fees; the amount of attorney's fees, and in the event of an appeal from any judgment or decree of art shall adjudge reasonable as the beneficiary's or trustee's attended the monies payable as compensation for such taking, attorney, who is an active member of the Oregon State Bar, a bank, laws of Oregon or the United States, a title insurance company authorer branches, the United States or any agency thereof, or an escrew STATE OF OREGON, SS. County of I certify that the within instrument was received for record on the day of a set feel/le/instrument/microfilm/reception No
ciary as soon as insured; it the grantor shall fail tot any reason to flocker least lifteen days prior to the expiration of any policy of insurance now are the same at grantor's expense. The amount collected under any fire or my indebtedness secured hereby and in such order as beneficiary may determ any part thereof, may be released to grantor. Such application or release noter or invalidate any act done pursuant to such notice. 5. To keep the property free from construction liens and to pay all assessed upon or against the property before any part of such taxes, assessed upon or against the property before any part of such taxes, assessormptly deliver receipts therefor to beneficiary; should the grantor fail to ensign or other charges payable by grantor, either by direct payment or by poent, beneficiary may, at its option, make payment thereof, and the amy scured hereby, together with the obligations described in paragraphs 6 and he debt secured by this trust deed, without waiver of any rights arising from ith interest as aloresaid, the property hereinbefore described, as well as cound for the payment of the obligation herein described, and all such payment thereof shall, at the option of the beneficiary, render the nonpayment thereof shall, at the option of the beneficiary, render to the and constitute a breach of this trust deed. 6. To pay all costs, tees and expenses of this trust including the cost rustee incurred in connection with or in enforcing this obligation and trustoe incurred in connection with or in enforcing this obligation and trustoe incurred in connection with or in enforcing this obligation and trustoe incurred in this paragraph 7 in all cases shall be fixed by the trial court of the trial court farantor further agrees to pay such sum as the appellate courtery's lees on such appeal. It is mutually agreed that: 8. In the event that any portion or all of the property shall be taked its of the property of this stole, its subsidiaries, affiliates, agent itself to real property of this stole,	any such insurance and to deliver the policies to the beneficiary or herealter placed on the buildings, the beneficiary may proof other insurance policy may be applied by beneficiary upon nine, or at option of beneficiary the entire amount so collected, shall not cure or waive any default or notice of default heresiments and other charges become past due or delinquent and so make payment of any taxes, assessments, insurance premiums, roviding beneficiary with funds with which to make such paymount so paid, with interest at the rate set forth in the note of 7 of this trust deed, shall be added to and become a part of m breach of any of the covenants hereof and for such payments, the grantor, shall be bound to the same extent that they are syments shall be immediately due and payable without notice, all sums secured by this trust deed immediately due and pay- ut of title search as well as the other costs and expenses of the stee's and attorney's fees actually incurred. affect the security rights or powers of beneficiary or trustee; attorney's lees; the amount of attorney's lees and in the event of an appeal from any judgment or decree of trustall adjudge reasonable as the beneficiary's or trustee's attorney's lees; the amount of attorney's lees and in the event of an appeal from any judgment or decree of trustall adjudge reasonable as the beneficiary's or trustee's attorney and the monies payable as compensation for such taking, alterney, who is an active member of the Oregon State Bar, a bank, laws of Oregon or the United States, a fille insurance company authoror branches, the United States or any agency thereof, or an escrow at most of said County. STATE OF OREGON, County of I certify that the within instrument was received for record on the monies payable as compensation for such taking, attempts, the United States or any agency thereof, or an escrow and in book/reel/volume No



which are in excess of the amount required to pay all reasonable custs, expenses and attorney's less necessarily paid or incurred by genter in such proceedings, shall be paid to beneficiary and applied by it life is unon any reasonable custs and expenses and attorney's less, both in such proceedings, and the balance applied upon the indebtedness secured hereby; and gentor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary is request. Amountaining the processor is not an interest and the notion of the processor is not to the making of any map or plat of the property; (b) join in granger of central requests of the processor in the indebtedness, nustee may (c) consent to the making of any map or plat of the property; (b) join in granger and expenses of the indebtedness, nustee may (c) consent to the making of any map or plat of the property; (b) join in granger and the recit in the indebtedness, nustee may (c) consent to the making of any map or plat of the property; (b) join in granger and the recit in the indebtedness, nustee may (c) consent to the making of any map or plat of the property; (b) join in granger and the recit in the indebtedness in the property of any recompanies of the property of any part threaty, in its own names we of the major with the property of any part threaty, in its own names we of the property of any part threaty, in its own names we of the property of the property of any part threaty, in its own names we of the property of t

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and that the grantor will warrant and lorever 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 il 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 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 trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that the securities the singular shall be taken to mean and include the plural, and that denerally all grammatical changes shall be

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. Hutcheson & Van Winkle Constantion, an Oregon Corporationpy: 200 / Winkle Constantion, an Oregon *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 SY; beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. STATE OF OREGON, County of Klamath This instrument was acknowledged before me on by Lee President

as Vice President

Brian Winkle

Canstruct anstruction. ويراوان OFFICIAL SEAL
MARLENE T. ADDINGTON
MOTARY PUBLIC - OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of Aspen Title & Escrow the 7th	
Eiled for record at request of ASPEN TILLE & DOCTOR	day
of	·