04-15-94P02:05 RCVD

K-46055

Vol.m94 Page 11262

Т	RI	15	T	DE	FD

		. Poole and S	Stephanie	C. Poole		
		County Title				, as Granto
Associates Financial Services Con						_, as Trustee, an
	anpany of Oregon, Inc., as B	Anna Anna Anna	eral deste d <u>Tor</u> al fast re	ing a definition of the Annual Company of	 A Company of the Compan	italia sa Milijita Sinilisa sa Maji
Grantor irrevocably grants, barga	ains sells and conveys to ter	WITNESS				
Klamath			Personal Comment			Year and the
		, described as:			Maria de la respectación de la companya de la compa	All States
	See "E				e de la cataloga de la calenda	e e seguiri Para Nerala da
Georgiania en Morrison de l'interioren y en 30 et L	का इत्तरकात ताल और के एक का भी जातामा तिकीके के तत्र क्यांत्रकोष्ट्र सेके का	्राम्बद्धाः स्थानुं _{स्ट} ्राह्मः	Whits some of Philip	thing agent date.	ija kanda tirjana kalendrija ja ja ja ja Salababah salabah kalendrija Salabah salabah salabah salabah	area Talana a
机二基二氯化二基苯甲酰苯甲基苯二基苯苯	ntiligiak northologia Beraitze (j. 142 2004 - Albander Montel Bergin) 1. jann - Albander Montel Montel (f. 142) 1. jann - Albander Montel (f. 142)	Pittor - Arrest Cascilleric	rider i fra 1905 1905 - 1905 ya si	and the second	erica (Labora (1863) Mans Maranta (1864) Maranta (1863) Maranta (1864) Maranta (1864) Maranta (1864) Maranta (1864)	and the second of
which real property is not current and all other rights thereunto below with said real estate:	tly used for agricultural, timbe nging or in anywise now appe	er or grazing purposes rtaining, and the rents	, together with a	all and singular the	tenements, hereditaments fixtures now attached to or	and appurtenance used in connection
For the purpose of securing: ((1) Payment of the indebtedne	ss and all other lawful	charges evidenc	ed by a loan agree	ment of even date herewish	made by country
payable to the order of beneficiar	ry at all times, in the manner	as therein set forth,	having a Total o	f Payments of \$ 2	21416.40	vable in 60
in monthly installments: 60	at § 356.94	followed by	Ø	., ¢ Ø	follow-4 by	j in pandi sahu.
\$, with ar	n Annual Percentage Rate of	25.99 %, wit	h a principal ba	lance of \$ 1197	74.34 and any e	rtensions thereof
(2) performance of each agreemen together with interest thereon as h	nt of grantor herein contained;	; (3) payment of all su	ms expended or	advanced by bene	ficiary under or pursuant to	the terms hereof
The agreed rate of interest is (che	\$1.50 tax 5.50 tax	eren i dan kata eta bada. 184	Fig. 4 of those a	the state of the	The state of the s	Para Para
25.78 % per year on un 36% per year on that of the uni and 24% per year on that part of	paid principal balance of \$500	or less: 30% per vegr	on that part of th	e unpaid principal	balance over \$500 and not	exceeding \$1,000
To protect the security of this		المنطقة المتحدة	***	***************************************	e e e e e e e e e e e e e e e e e e e	
To keep said property in go like manner any building which ma to comply with all laws affecting sa suffer or permit any act upon said.	ay oe constructed, damaged or	o remove or demolish a	iny building ther			
suries of permit any act apost said	and property or requiring any a l property in violation of law;	alicrations or improver	to pay when due nents to be made	all claims for labo	or performed and materials f	urnished therefor
the specific enumerations herein n	I property in violation of law; not excluding the general.	and do all other acts	to pay when due nents to be made which from the	all claims for labe thereon; not to co character or use of	or performed and materials f mmit or permit waste there f said property may be reas	furnished therefor of; not to commit onably necessary
the specific enumerations herein u 2. To provide, maintain and d	l property of requiring any a l property in violation of law; not excluding the general.	and do all other acts e on the premises satis	to pay when due nents to be made which from the	all claims for laboration in the concentration of the concentration of the concentration and the concentration	or performed and materials f mmit or permit waste thereof said property may be reas	furnished therefor, of; not to commit, onably necessary;
the specific enumerations herein n 2. To provide, maintain and d collected under any fire or other in or at option of beneficiary the entir	and property or requiring any a l property in violation of law; not excluding the general. deliver to beneficiary insurance isurance policy may be applied re amount so collected or any	e on the premises satist	to pay when due ments to be made which from the sfactory to the be ny indebtedness	all claims for labo thereon; not to co character or use of eneficiary and with secured hereby and	or performed and materials f mmit or permit waste there; f said property may be reas to loss payable to the benefic this such order as beneficial	furnished therefor of; not to commit onably necessary clary. The amoun
2. To provide, maintain and d collected under any fire or other into or at option of beneficiary the entire or notice of default hereunder or it. 3. To pay all costs, fees and e.	It property or requiring any a property in violation of law; not excluding the general. It is to beneficiary insurance issurance policy may be applied amount so collected or any invalidate any act done pursue expenses of this trust including	and do all other acts e on the premises satis by beneficiary upon a part thereof may be related to such notice.	to pay when due ments to be made which from the sfactory to the be ny indebtedness leased to grantor	all claims for labe thereon; not to co character or use of eneficiary and with secured hereby and . Such application	or performed and materials formult or permit waste thereof said property may be reast loss payable to the beneficial or release shall not cure or	furnished therefor, of; not to commit, onably necessary, ciary. The amount ry may determine, waive any default
2. To provide, maintain and d collected under any fire or other into or at option of beneficiary the entir or notice of default hereunder or it. 3. To pay all costs, fees and e or enforcing this obligation, and to 4. To appear in and defend any and expenses, including costs of events.	In property or requiring any and property in violation of law; not excluding the general. Ideliver to beneficiary insurance insurance policy may be applied are amount so collected or any invalidate any act done pursuexpenses of this trust including trustee's and attorney's fees are action or proceeding purpor	e on the premises satisty upon a part thereof may be related to such notice.	offactory to the by ny indebtedness leased to grantor the as well as other mitted by law.	all claims for laborate thereon; not to co character or use of the character of the charac	or performed and materials for munit or permit waste there is said property may be reast loss payable to the beneficial or release shall not cure or sees of the trustee incurred it	furnished therefor of; not to commit onably necessary riary. The amount may determine, waive any default in connection with
2. To provide, maintain and d collected under any fire or other into or at option of beneficiary the entir or notice of default hereunder or it. 3. To pay all costs, fees and e or enforcing this obligation, and to 4. To appear in and defend any and expenses, including costs of evor trustee may appear. 5. To pay at least ten (10) day	and property or requiring any a property in violation of law; not excluding the general. Ideliver to beneficiary insurance insurance policy may be applied are amount so collected or any invalidate any act done pursuexpenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's ys prior to delinquency all tax	e on the premises satisty upon a part thereof may be relant to such notice. If the cost of title searce ctually incurred as per tring to affect the securifies in a reasonable securifies.	of pay when due ments to be made which from the sfactory to the be my indebtedness leased to grantor h as well as other mitted by law.	all claims for labor thereon; not to co character or use of eneficiary and with secured hereby and . Such application er costs and expen- rights or powers by law, in any su	or performed and materials if mimit or permit waste there it said property may be reast loss payable to the beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and chilaction or proceeding in	ciary. The amounty may default on connection with to pay all costs which beneficiary
2. To provide, maintain and decollected under any fire or other interpretation of beneficiary the entire or at option of beneficiary the entire or notice of default hereunder or it. 3. To pay all costs, fees and every entire or in the provided of the entire or notice of default hereunder or it. 4. To appear in and defend any and expenses, including costs of every trustee may appear. 5. To pay at least ten (10) day interest on the property or any pay to so and without notice to or demanner and to such extent as beneficiary may incur any liability, and pay his reasonable fees. Granton and pay his reasonable fees.	and property or requiring any a property in violation of law; not excluding the general. Idliver to beneficiary insurance insurance policy may be applied are amount so collected or any invalidate any act done pursuexpenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's any of the above duties to insurand on grantor and without a priciary may deem necessary to a or defend any action or proceeding purpor vidence, charge or lien, which is a content of the above duties to insurand on grantor and without a processary to a or defend any action or processare, charge or lien, which is a capend whatever amounts in its processaries, charge or lien, which is a processaries of the processari	e on the premises satisty upon a part thereof may be related to such notice. If the premises satisty upon a part thereof may be related to such notice. If the cost of title searce ctually incurred as perting to affect the security fees in a reasonable searce or assessments affer pear to be prior or sure the searce of the	in pay when due ments to be made which from the which from the bifactory to the proper perior hereto. Beneficially appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to the security appears to the security ficial security appears to the security ficial security appears to the security ficial security appears to the security appears to the security ficial security ficial security appears to the security ficial security ficia	all claims for laborate and character or use of character or costs and expensive or costs and	or performed and materials if mimit or permit waste there it said property may be reast loss payable to the beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and cheaction or proceeding in the action or proceeding in the beneficiary may, but with nor cause to be performed urpose of exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and processes are successed as a succession of the said and powers of beneficiary and processes are successed as a succession of the said and powers of beneficiary an	ciary. The amounty may determine waive any default to pay all costs which beneficiary which beneficiary the same in such owers; enter onto y; pay, purchase, any such powers
2. To provide, maintain and d collected under any fire or other into or at option of beneficiary the entire or notice of default hereunder or it. 3. To pay all costs, fees and e or enforcing this obligation, and to the entire of appear in and defend any and expenses, including costs of every contrustee may appear. 5. To pay at least ten (10) day interest on the property or any particular and page.	and property or requiring any a property in violation of law; not excluding the general. Idliver to beneficiary insurance insurance policy may be applied are amount so collected or any invalidate any act done pursuexpenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's any of the above duties to insurand on grantor and without a priciary may deem necessary to a or defend any action or proceeding purpor vidence, charge or lien, which is a content of the above duties to insurand on grantor and without a processary to a or defend any action or processare, charge or lien, which is a capend whatever amounts in its processaries, charge or lien, which is a processaries of the processari	e on the premises satisty upon a part thereof may be related to such notice. If the premises satisty upon a part thereof may be related to such notice. If the cost of title searce ctually incurred as perting to affect the security fees in a reasonable searce or assessments affer pear to be prior or sure the searce of the	in pay when due ments to be made which from the which from the bifactory to the proper perior hereto. Beneficially appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to may deem never to the security ficiary appears to the security appears to the security ficial security appears to the security ficial security appears to the security ficial security appears to the security appears to the security ficial security ficial security appears to the security ficial security ficia	all claims for laborate and character or use of character or costs and expensive or costs and	or performed and materials if mimit or permit waste there it said property may be reast loss payable to the beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and cheaction or proceeding in the action or proceeding in the beneficiary may, but with nor cause to be performed urpose of exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and in exercising said puts and powers of beneficiary and processes are successed as a succession of the said and powers of beneficiary and processes are successed as a succession of the said and powers of beneficiary an	ciary. The amount ry may determine, waive any default n connection with nd to pay all costs which beneficiary ges and liens with hout obligation to the same in such owers; enter onto y; pay, purchase, g any such powers
the specific enumerations herein in 2. To provide, maintain and discollected under any fire or other interpretation of the property of an analysis of the angle	and property or requiring any a property in violation of law; not excluding the general. In property in violation of law; not excluding the general. In property in violation of law; not excluding the general. In property in violation of law; not excluding the applied or amount so collected or any invalidate any act done pursuit expenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's any of the above duties to instand on grantor and without a processing may deem necessary to not defend any action or processance, charge or lien, which is expend whatever amounts in it or covenants to repay immedia shown above until paid, and the connection with any condemn.	e on the premises satisty upon a part thereof may be related to such notice. g the cost of title searce ctually incurred as per tring to affect the securifices in a reasonable state or preserve the sureleasing grantor from o protect the security leading to a find the purporting to an the judgment of bene its absolute discretion in the ly and without demands repayment of such against for public use of such action for suc	in pay when due ments to be made which from the which from the which from the building of the security ficiary appears to the security ficial	all claims for labor thereon; not to co character or use of character or particular, such application or costs and expensive rights or powers by law, in any surface, performing may, for the phereof or the right obe prior or super ssary therefor included hereunder by dispersions of the properties of the right of the properties of th	or performed and materials a minit or permit waste there it said property may be reast a loss payable to the beneficial in such order as beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and of beneficiary or trustee; and the action or proceeding in the unit or cause to be performed urpose of exercising said powers of beneficiary and in exercising shall prove the performed urpose of exercising said powers of beneficiary and in exercising ding cost of evidence of title beneficiary, together with	carnished therefor, of; not to commit, onably necessary, clary. The amount of the same in such owers; enter onto y; pay, purchase, a nempto y course, any such powers e, emptoy counsel interest from date
2. To provide, maintain and decollected under any fire or other into or at option of beneficiary the entire or notice of default hereunder or it or	and property or requiring any at property in violation of law; not excluding the general. Including the general, leliver to beneficiary insurance insurance policy may be applied are amount so collected or any invalidate any act done pursurexpenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's yes prior to delinquency all tax art thereof that at any time approach of the above duties though any of the above duties and the above duties are applied to the above duties and the above duties are applied to the above duties and the above duties and the above duties are applied to the above duties and the above duties are applied to the above duties and the above duties are applied to the above duties are applied to the above duties and the above duties are applied to the above duties are applied to the above duties and the above duties are applied to the above	e on the premises satisfied on the premises satisfied by beneficiary upon a part thereof may be related to such notice. If the cost of title searce ctually incurred as performing to affect the security fees in a reasonable searce or assessments affepear to be prior or surface or preserve the surface are to protect the security to another the pudgment of bene its absolute discretion it at the protect of the surface are preserved to the protect of such the protect of such the protect of such the protect of	in pay when due ments to be made which from the which from the which from the building of the security ficiary appears to the security ficial	all claims for labor thereon; not to co character or use of character or particular, such application or costs and expensive rights or powers by law, in any surface, performing may, for the phereof or the right obe prior or super ssary therefor included hereunder by dispersions of the properties of the right of the properties of th	or performed and materials a minit or permit waste there it said property may be reast a loss payable to the beneficial in such order as beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and of beneficiary or trustee; and the action or proceeding in the unit or cause to be performed urpose of exercising said powers of beneficiary and in exercising shall prove the performed urpose of exercising said powers of beneficiary and in exercising ding cost of evidence of title beneficiary, together with	consistent therefor, of; not to commit, onably necessary; clary. The amount of the same in such owers; enter onto y; pay, purchase, a ny such powers; e, employ counsel interest from date
2. To provide, maintain and decollected under any fire or other interest at option of beneficiary the entire or at option of beneficiary the entire or notice of default hereunder or it of a superior and to the property of the property; commence, appear in contest or compromise any encumb peneficiary may incur any liability, and pay his reasonable fees. Granto of expenditure at the agreed rate it is mutually agreed that: 7. Any award of damages in coard to beneficiary who may apply the properticary who may apply the properticary who may apply the property.	and property or requiring any at property in violation of law; not excluding the general. In property in violation of law; not excluding the general. In property in violation of law; not excluding the general. In property in violation of law; not excluding the amount so collected or any invalidate any act done pursu expenses of this trust including trustee's and attorney's fees any action or proceeding purpor vidence of title and attorney's any prior to delinquency all tax in thereof that at any time appropriate the property of the above duties to instand on grantor and without it or defend any action or processary to or defend any action or processary to or defend any action or processary to the proce	e on the premises satisfied on the premises and the security of th	to pay when due ments to be made which from the factory to the be my indebtedness leased to grantor the as well as othe mitted by law. firty hereof or the furn as permitted feeting the proper perior treator. The security ficiary appears to may deem neces and all sums expe sums are secure for injury to sai manner and with	all claims for labor thereon; not to co character or use of character or costs and expensively and character or powers by law, in any su ty; to pay when do this trust deed, the nereunder, perform ary may, for the phereof or the right of the performer or super ssary therefor included hereunder by do hereby.	or performed and materials a minit or permit waste there is aid property may be reast a loss payable to the beneficial or release shall not cure or ses of the trustee incurred it of beneficiary or trustee; and the action or proceeding in the action or proceeding in the action of performed urpose of exercising said payable to be performed urpose of exercising said payable to be performed urpose of exercising said powers of beneficiary or trustee; and in exercising the payable to be performed urpose of exercising said powers of beneficiary together with the part thereof is hereby assigns above provided for dispose above provided for dispose above provided for dispose and powers of beneficiary.	consistent therefore of; not to commit onably necessary clary. The amount of the same in such owers; enter onto the same in such owers; enter onto the same in such owers of the same in such owers.

11263

- 8. Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.
- 10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon 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.

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 valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.

IN WITNESS WHIREOF, the grantor has hereunto set his hand and seal the day and year	ur first above written.
MOM Pr	e Paris de la companya della companya de la companya de la companya della company
Witness James (C. Poole grahor
	Totale Profe
Witness	rie C. Poole Grantor
Stephan Bulgaria di Santa di	
"我们在一起,我们们还是一个数据的"真正"的"我们"我们就是"Apple Apple Resigned Explain	
STATE OF OREGON	righte in the entropy of the constant of the black of the black
and the control of the control of the first of the control of the second of the control of the c	e Bertunder der kommen der eine Seiter eine State und der State und der State und der State und der State und d
) SS.	
County ofJackson	
County of	
	- Georgia Anglia Company Com
Personally appeared the above namedJames C. Poole and Stephanie C	. Poole
er fill er film for millikert i die fall alle productioner productioner in floor application of the group. The film of the	
acknowledged the foregoly this trument to be Their	voluntary act and dee
and the state of t	The respect of the exercise of the respect to the second of the second o
Before me: Tank // /k	My commission 5-23-94
	My commission expires: Society Public
<u>and the state of the first of the first of the state of </u>	Control of the Contro
REQUEST FOR FULL RECONVEYAN To be used only when obligations have	ICE
to the day of the process of the pro	e been paid.
TO:	Barthage of the control of the contr
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed.	All stores required by solid areas double with him 6 Por 15 to 1 to 1 to 1 to 1
hereity are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to y	ou herewith together with said trust deed) and to reconvey, without warranty,
to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail t	reconveyance and downments to
DATED:	
· · · · · · · · · · · · · · · · · · ·	Beneficiary
On making an area of the control of	Selfy the state of the state of the selfy the selfy and the
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered in	o the trustee for cancellation before reconveyance will be made.
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	The first of the f

Exhibit "A"

- Parcel 1: The N'NENNE of section 12, Township 37 Scuth, Range 14 East of the Willamette Meridian, Klamath County, Oregon
- Parcel 2: The SinEinEi of Section 12, Township.37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon

STATE OF OREGON: COUNTY OF KLAMATH:	SS.
Filed for record at request of	Klamath County Title co the 15th day
of April A.D. 19 94 at _	2:05 o'clock P M., and duly recorded in Vol. M94
of Mo	rtgages on Page 11262.
	Evelyn Biehn - County Clerk
FEE \$20.00	By Pauline Millendice