FORM No. 881 - Oregon Trust Deed Series - TRUST DEED (Assignment Res	tricted).	COPYRIGHT 1994 STEVENS-NI	ESS LAW PUBLISHING CO., P	ORTLAND, OR 97204
80786 05-10-94P02:51 RCVD	TRUST DEED	Vol.m94	Page14	768
THIS TRUST DEED, made this9th	day ofMay	iran da no 146 ilongo da M	, 1994	, between
EVERETTE G. MURPHY			<u> </u>	14 1 AN ASS
MOUNTAIN TITLE COMPANY OF KLAMA ESTATE OF GERALD L. LAUTZENHEIS Personal Representative	H-COUNTYby.and_t	hrough Vivienn	as <i>Ti</i>	rustee, and
Personal Representative Grantor irrevocably grants, bargains, sells Klamath County, Oregon, o	WITNESSETH: and conveys to trustee i lescribed as:	n trust, with powe	r of sale, the p	property in
Lot 31, NEW DEAL TRACTS, according the Clerk of Klamath County,	ording to the offic	and the state of t		
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group of Mills (1997) and Artist Gertal (1997). The stage of the state of Market Mills and Artist George and Artist George (1997).	energia de la companya del companya de la companya del companya de la companya de			
together with all and singular the tenements, hereditament or hereafter appertaining, and the rents, issues and profits the property.	ts and appurtenances and all thereof and all fixtures now	other rights thereunto or herealter attached	belonging or in to or used in con	anywise now mection with
FOR THE PURPOSE OF SECURING PERFOR	MANCE of each agreement of	of grantor herein conta	ined and paymen	t of the sum
of Six thousand six hundred fifty an	nd no/hundredths	rest thereon according	to the terms of	
note of even date herewith, payable to beneficiary or on not sooner paid, to be due and payable	der and made by grantor, th	e final payment of pr	incipal and inter	est hereof, if
The date of maturity of the debt secured by this becomes due and payable. Should the grantor either agreety or all (or any part) of grantor's interest in it without beneficiary's option*, all obligations secured by this instruction immediately due and payable. The execution by grantor immediately due and payable.	instrument is the date, state e to, attempt to, or actually s at first obtaining the written rument, irrespective of the n	sell, convey, or assign consent or approval on naturity dates expresse	all (or any part) I the beneficiary of therein, or her	of the prop- t, then, at the ein, shall be-
assignment. To protect the security of this trust deed, granter at 1. To protect, preserve and maintain the property	in good condition and repair	r; not to remove or o	lemolish any bui	Iding or im-
provement thereon; not to commit or permit any waste of 2. To complete or restore promptly and in good an damaged or destroyed thereon, and pay when due all cost	the property. d habitable condition any bu			
3. To comply with all laws, ordinances, regulations, so requests, to join in executing such linancing statement to pay for tiling same in the proper public office or offic agencies as may be deemed desirable by the beneficiary.	, covenants, conditions and re s pursuant to the Uniform C	ommercial Code as the	hereficiery mou	ramiles and
4. To provide and continuously maintain insurant damage by tire and such other hazards as the beneliciary written in companies acceptable to the beneliciary, with ficiary as soon as insured; if the grantor shall fail for any to at least fitteen days prior to the expiration of any policy cure the same at grantor's expense. The amount collected any indebtedness secured hereby and in such order as bene or any part thereof, may be released to grantor. Such appunder or invalidate any act done pursuant to such notice.	may from time to time req loss payable to the latter; all reason to procure any such in of insurance now or hereafte under any tire or other insu- ticiary may determine, or at dication or release shall not of	uire, in an amount not policies of insurance put deliver to the building and to the building ance policy may be aption of beneficiary the or waive any defaure or waive any defaure or waive any defaure.	t less than \$thall be delivered the policies to the nesticia applied by bene the entire amount bult or notice of a	to the bene- e beneficiary ary may pro- liciary upon so collected, default here-
5. To keep the property free from construction lie assessed upon or against the property before any part of promptly deliver receipts therefor to beneficiary; should liens or other charges payable by grantor, either by direct ment, beneficiary may, at its option, make payment the secured hereby, together with the obligations described in the debt secured by this trust deed, without waiver of any with interest as aloresaid, the property hereinbefore desc bound for the payment of the bolligation herein described and the nonpayment thereof shall, at the option of the be	ens and to pay all taxes, ass such taxes, assessments and the grantor fail to make pay, payment or by providing be reof, and the amount so pa a paragfaphs 6 and 7 ot this rights arising from breach of ribed, as well as the grantor d, and all such payments she d, and all such payments she	other charges become ment of any taxes, asse neficiary with funds w id, with interest at the trust deed, shall be ad any of the covenants in , shall be bound to the libe immediately discovery.	e past due or dei ssments, insurance vith which to mai ne rate set forth ided to and become hereof and for such he same extent ti	linquent and be premiums, ke such pay- in the note me a part of ch payments, hat they are
able and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of this trust trustee incurred in connection with or in enforcing this c 7. To appear in and delend any action or proceedia and in any suit, action or proceeding in which the benefit to pay all costs and expenses, including evidence of title a mentioned in this paragraph 7 in all cases shall be fixed a the trial court, grantor further agrees to pay such sum as torney's fees on such appeal. It is mutually agreed that: 8. In the event that any portion or all of the proceeding the such as the sum of the proceeding the such as the sum of the proceeding the sum of the sum of the proceeding the sum of the	including the cost of title se obligation and trustee's and a ng purporting to affect the sciency or trustee may appear, and the beneficiary's or trust by the trial court and in the the appellate court shall adju- perty shall be taken under the	arch as well as the ot- ttorney's fees actually security rights or pow- including any suit for se's attorney's fees; ti- event of an appeal froudge reasonable as the	her costs and exp incurred. ers of beneficiary the foreclosure he amount of at an any judgment beneficiary's or	or trustee; of this deed, torney's fees or decree of trustee's at-
ficiary shall have the right, if it so elects, to require the				
NOTE: The Trust Deed Act provides that the trustee hereunder must or savings and loan association authorized to do business under the property of this state, its subsidiaries, affiliates, agents or branches, th "WARNING: 12 USC 1701;3 regulates and may prohibit exercise "The publisher suggests that such an agreement address the issu-	laws of Oregon or the United State e United States or any agoncy there of this outlon.	s, a title insurance compa of, or an escrow agent lice:	ny authorized to insi	ure title to real
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TRUST DEED	The second of a place of the second of the s			ss.
Everette G. Murphy		ment was rece	y that the wit. eived for reco	hin instru- rd on the
Grantor	SPACE RESERVED	ato'c	eckM., an	d recorded
Estate of Gerald L. Lautzenheiser	FOR RECORDER'S USE	in book/reel/vo page ment/microfilm	olume No oxas fee/f	ile/instru-
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Neal G. Buchanan Attorney at Law	The state of the s	ang si si ing ng mga ing ng mga n Ng mga ng mg		
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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's tees necessarily paid or incurred by furnitude in such proceedings, shall be paid to beneficiary and applied by it lists upon any reasonable costs and expenses and attorney's besiden in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balean spelled upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary.

9. At any time and from time to time upon avitine request.

19. At any time and from time to time upon avitine request.

19. At any time and time of the making of any map or plat of the property; (b) plot in girange any expense or creative more restriction thereon; (c) plot in any subordination or other agreement ellecting this deed or the lien or charge threefol; (d) and the recitals therein of any matter or laces in any excerves may be described as the "person or persons legally entitled thereto," and to recitals therein of any matter or lace in any excerves may be described as the "person or persons legally entitled thereto," and the recitals therein of any matter or lace in the substitution thereon; (d) plot in any subordination or other agreement ellecting this deed or the lien or charge threefolds are also any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granter herein of any matter or lace in time without notice, either in practice, including those possession of the property or any any at any time without notice, either in practice, including those possession of the property or any any attention and collection, including reponsible attempts a large of the same less costs and expenses of operation and collection, including reponsible attempts where the service of the angular or any determine.

10. The entire of the control of the property of the property, and in such order as beneficiary may determine.

11. The

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 pers

mue, assumed and implied to make	the provisions nereot apply	nd include the plural, and that generally equally to corporations and to individually to the day a	duals.
and the second s		Everille &	Murphy
* IMPORTANT NOTICE: Delete, by lining not applicable; if warranty (a) is applica as such word is defined in the Truth-in beneficiary MUST comply with the Act disclosures; for this purpose use Stevens if compliance with the Act is not require	ble and the beneficiary is a cre- Lending Act and Regulation 2 and Regulation by making req Ness Form No. 1319, or equiv	editor EVERETTE G. MURPHY z, the quired alent.	
STATI	OF OREGON, County	ofKlamath) ss.
the control of the co	This instrument was ack rerette G. Murphy	nowledged before me onMay.	.9
	This instrument was ack	nowledged before me on	
as			
NOTAR COMM	FFICIAL SEAL ARSHA COBINE Y PUDUC - GRESON SS:ON NO. C10) ()	Marshas Col	UML Notary Public for Oregon
MY COMMISSIO	N EXPIRES NOV. 07, 1995	My commission expires	1-4-90

STATE OF OREGON: (COUNTY OF KLAMATH: ss.	
Filed for record at requ	i de transporte de la metra de la Constantina de deservor de la composition de la composition de la compositio La transporte de la composition de la c	1 14) 1 14
of May	A.D., 19 94 at 2:51 o'clock PM., and duly recorded in Vol. M94	day
	of Mortgages on Page 14768. Evelyn Biehn County Clerk	
FEE \$15.00	By De Recline Mulendar	,