	Velvere LIJO W
1903 05-31-94P02:34 RCVD TRUST	DEED Vol <u>May</u> May 19.94 between
	vol, 19.57, between
THIS TRUST DEED, made thisday	, as Grantor,
PATRICK CAVANAUGI and CAROL D. CAVANAUGI	as Trustee, and
a theil	r successors), as irustees
TOWN THIS IL ALL AND	and the grant of the second
of the EVELIA L. DSLIL CARACTER WITNE	SSETH:
Constant interocably grants, bargains, sells and conv	SSETH: reys to trustee in trust, with power of sale, the property in as:
Lot 1, Block 48 of interefrom the north	to the City of Klamath Palls, westerly 2 feet of said Lot 1 by deed recorded October 27,
Oregon, excepting therefrom the north Oregon, excepting therefrom the north conveyed to the City of Klamath Falls	by deed recorded occords, less
conveyed to the City of Klamath Falls conveyed to the City of Klamath Falls 1958 in Deed Book 305 at Page 356, Kl	
1958 in Deed Book 305 at Page 550, he any portion thereof used for sidewalk	
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	and the second
the tenements, hereditements and app	purtenances and all other rights thereunto belonging or in anywise now and all lixtures now or hereafter attached to or used in connection with of each afreement of grantor herein contained and payment of the sum
dether with all and singular the seats, inves and profits thereof a becauter appertaining, and the seats, invest and profits thereof a	and all intuites its the sum contained and payment of the sum
BROCHTING PERFORMANCE	
Sixty-Five Thousand And 00/100	
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of sooner parts, to maturity of the debt secured by this instrument. The date of maturity of the debt secured by within described proj	is the date, stated above, on which the linal installment of the horizont of the date, stated above, or any interest therein is sold, agreed to be perty, or any part thereof, or any interest therein is sold, agreed to be having obtained the written consent or approval of the beneliciary, then, having obtained the written consent or approval of the beneliciary, then, having obtained the maturity dates expressed therein, or herein, shall bene, irrespective of the maturity dates expressed therein, or herein, shall
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To keep the property live from construction liens and severed upon or adainst the property before any part deriver receipts thered to beneficiary: should the fraprenegity deliver receipts theredor to beneficiary: should the fraprenegity deliver receipts theredor to beneficiary: should the fraprenegit deliver receipts theredor to beneficiary: should the fraprenegity deliver receipts theredor to beneficiary: should the fraprenegity deliver receipts theredor to beneficiary: should the fraprenegit deliver receipts theredor to beneficiary included the receipts theredor to be deliver of any rights with interest as aforeaaid, the property hereinhelore described, and the interest as aforeaaid, the property hereinhelore described, and and the nonpayment thereol shall, at the option of the beneficiary of the subject in and deland any action or proceeding prior of pay all costs and expenses of this trust deed. To appear in and deland any action or proceeding prior of the beneficiary of pay all costs and expenses of pay such sum as the appear. It is omatized that any portion or all of the property for a shall be lized by the restore shall have the right, if it as allocas, to require that all to not support that any portion or all of the property for a shall be lized by the the tria court, grantor further agrees to pay such sum as the appear. It is anatized and the property of the struct here and any section or all of the property for a shall be lized by the the trace device of the there agrees to a struct and leave any such sum as the appear. It is mattaily afreed that any portion or all of the property licency shall have the right, if it as allocas, to require that all to be and the there device any and cost and expenses of the state, and any action any and cost and expenses and expenses. <p< td=""><td>The series now or hereafter placed on the bulkness applied by beneficiary upon any fire or other insurance policy may be applied by beneficiary upon any determine, or at option of beneficiary the entire amounts o collected in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or pay all faxes, assessments and other charges become past due or definiquent at faxes, assessments and other charges become past due or definiquent at mantor fail to make payment of any faxes, assessments, insurance premium and the amount so paid, with interest at the rate set forth in the no- e arising from breach of any of the covenants hereof and for such payment as well as the grantor, shall be bound to the same extent that (they c all such payments shall be bimmediately due and payable without noti- ary render all sums secured by this trust deed immediately due and pay ding the cost of title security rights or powers of beneficiary or trust for trustees and attorney's fees actually incurred. The security rights or powers of beneficiary or trust is beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fees be that court and in the event of an appeal from any judgment or decree populate court shall adjudge reasonable as the beneficiary's or trustee's athall be taken under the right of eminent domain or condemnation, be est under the lews of Gregen or the United States, or this lenuments compony of ment was receive</td></p<>	The series now or hereafter placed on the bulkness applied by beneficiary upon any fire or other insurance policy may be applied by beneficiary upon any determine, or at option of beneficiary the entire amounts o collected in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or release shall not cure or weive any default or notice of default here in or pay all faxes, assessments and other charges become past due or definiquent at faxes, assessments and other charges become past due or definiquent at mantor fail to make payment of any faxes, assessments, insurance premium and the amount so paid, with interest at the rate set forth in the no- e arising from breach of any of the covenants hereof and for such payment as well as the grantor, shall be bound to the same extent that (they c all such payments shall be bimmediately due and payable without noti- ary render all sums secured by this trust deed immediately due and pay ding the cost of title security rights or powers of beneficiary or trust for trustees and attorney's fees actually incurred. The security rights or powers of beneficiary or trust is beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fee beneficiary's or trustee's attorney's fees; the amount of attorney's fees be that court and in the event of an appeal from any judgment or decree populate court shall adjudge reasonable as the beneficiary's or trustee's athall be taken under the right of eminent domain or condemnation, be est under the lews of Gregen or the United States, or this lenuments compony of ment was receive
Interest as above at grant or a property here any under the same at grant or a property the anound collected under a construction and secure the same at grant or any part thereon, may be released to grantor. Such application or any part thereon, may be released to grant or. Such application or any part thereon, may be released to grant collected under a secure the property live from construction liens and a second upon or adainst the property before any part of such the grant of a such notice. To keep the property live from construction liens and a second upon or adainst the property before any part of such the grant of a such the property deliver receipts therefor to beneficiary should the fragment of bereficiary may, at its option, make payment of any rights with interest as aloreasid, the property hereinbefore described, and and the nonpayment thereol shall, at the option of the beneficiary of this trust deed. S. To pay all costs and espenses of this trust include the pay all costs and espenses, including evidence of this and the approach in this paragraph 7 in all cases shall be lixed by the trust deed. In any such sum as the approximation or proceeding in which the beneficiary of a such appears. The appears to a such appears to a such appears to a such appears to a such as a second in any such sum as the appears that any part or all cle and the property leve on such appears. It is another appears that any part of relevent at all cases shall be lixed by the mentioned in this paragraph 7 in all cases. So require that any part to be appeared that any part leve or any such sum as the appeart there of the the state and the struct appeared the struct and the struct appeared the struct appeared that any part of the struct appeared the struct appeared that any part of the struct appeared that any part of the struct appeared and the struct appeared the struct appeared and the struct appeared that any part of a struct appeared appeared appeared to a struct appeared appeared the struct appeared and the struct appe	Takes now or hereafter placed on the bunchapplied by beneliciary upon any life or other insurance policy may be applied by beneliciary upon any determine, or at option of beneliciary the entire amount so collecter nor release shall not cure or weive any default or notice of default here nor release shall not cure or weive any default or notice of default here it to pay all taxes, assessments and other charges that may be levied at the sessessments and other charges become past due or definquent and taxes, assessments and other charges become past due or definquent and antor fail to make payment of any taxes, assessments, insurance premium antor fail to make payment of any taxes, assessments, insurance premium antor fail to make payment of any taxes, assessments, insurance premium antor fail to make payment of any taxes, assessments, insurance premium and the arount so paid, with interest at the rate set forth in the and the arount so paid, with interest at the rate set forth in the payment arising from breach of any of the covenants hereof and tor such payment arising from breach of any of the covenants hereof and tor such payment as well as the grantor, shall be bound to the same extent that they is associated by this trust deed immediately due and pay any, render all sums socured by this trust deed immediately due and pay any, render all sums socured by this trust deed immediately due and pay any, render all sums socured by this trust deed immediately due and pay any, render all sums socured by this trust deed immediately due and pay any, render all sums socured by this trust deed immediately due and pay any, render and attorney's fees actually incurred. Ition and trustee's and attorney's fees actually incurred. Ition and trustee's and attorney's fees the amount of attorney's f to beneficiary's or trustee's attorney's tees; the amount of attorney's f be other on otherwork of an appeal trom any judgment or decree or ary portion of the monies payable as compensation for such tark or any portion of the monies pa

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Ach are in encourse of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor such precessings, shall be paid to beneficiary and applied by it litst upon any reasonable costs and expenses and attorney's less, both the prior and populate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebted as accured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary obtaining such compensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of beneficiary, payment of its less and necessariation of this deed and

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Setsining such compensation, presciplly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and indetedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement of creations, indetedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement of creations, without allecting the liability of any person for the payment of any restriction therean; (c) join in any subodination or other agreement allecting this deed or the lien or charge thereoi; (d) any restriction therean; (c) join in any subodination or other agreement allecting this deed or the lien or charge thereoi; (d) ally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthlulness thereoi. Trustee's is for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any detault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver is any receiver of the property or any part of the services and without regard to the adequacy of any security lor the indebtedness hereby secured, enter upon and take is and expaid, and apply the same, less costs and expanse of operation and collection, including reasonable attorney's less upon any take of the property or and take to order as beneficiary may determine. 43. ed all-

to be an

The sensity of the property or any part thered, in its own name use of otherwise collect the rents, issues and profits, including those past does and expansion of the property hand in soch order as beneficiary may privation and collection, including reasonable attorney's less upon any taking possession of the property, then on the property, the proceeds of time of each other insurance policies or compensation or awards for any taking or classified or densitied or property, and the application or relaxes thereof as a density of the proceeds of the property and the application or relaxes thereof as a sole as a start of the proceeds of the procee

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 d that the granter will warrant and forevar defend the same egainst all persons whomsoever.
 The granter warrants that the proceeds of the loan represented by the above described note and this trus

 (a)* primarily for granter's personal, family or household purposes (see Important Notice below),
 (b) for an organization, or (even il granter is a natural person) are for business or commercial purposes.

 d note and this trust deed are:

This deed applies to, laures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, and representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract red hereby, whether or not named as a beneficiary herein.

In construing this mortgege, it is understood that the mortgegor or mortgegoe may 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

not applicable; if warranty (a) as such word is defined in th bonoficiary AUST camply with disclassions; for this purpose us	by linking out, whichever warranty (a) or is applicable and the beneficiary is a cru- to Truth-Lending Act and Regulation 2 in Act and Regulation by making req o Stevans-Ness Farm No. 1319, or equiva of required, diveguat this setter.	the Catal D Cananau	:gh:
(approx 2.4) is not an approx (approx 2.4) is not a set of the set of th	STATE OF OREGON, County This instrument was acked by <u>Fill</u> Office (AVA This instrument was acked	of Alanath)ss. nowledged before me on May Maugh, and Carrel D Caranan nowledged before me on	31, 1994, (qh), 19
	Dy CFFICIAL SEAL JOANN BURNS NRY PUBLIC-DREGON MASSION NO. 010906 SIGN EDMESI NOV. 12, 1995	My commission expires 11-12-95	blic for Oregon
STATE OF OREGON: C	OUNTY OF KLAMATH: ss. st ofA.D., 19.94 at 2:	Cecil P. Drew the 31. 34 o'clock P.M., and duly recorded in Vol. ages on Page 17138.	st M94
FEE \$15.00	Same 2 22 T. 42 Field Products of a graduate	Evelyn Biehn County Clerk By <u>Openatione</u> Mull	<u>endor</u>