I STORE I I NC TO THE STORE STORE STORES	IN Deed Serie 4 - TRU ST DEED (As	signmen lastricted)	COPYRIGHT 1994 STEVENSHE	SS LAW PUBLISHING CO., PORTLAND, OR 97201
	=01=941'02' 46 RC	1997 - 1997 -		Page 27463
THIS TRU	ST DEEL, mide this. LEN and KAIHLEEN	22 day of	August	
ORIN D. CHANN	DUNTAIN TI'I E COM DER AND BET/ TRLY AN	PANY OF KLAMATH CO	unry and and wife or the su	as Grantor, as Trustee, and KVIVOL thereof
Grantor irre KLAMATH	vocably g'ant , bargai	WITNESSET ns, sel s and conveys to rego 1, described as:	H trustee in trust, with power	of sale, the property in
Lots 1 thereo Oregon	and 2, Block 4, f on fille : nothe .	BREWIRS RANCHOS, a office of the Cour	according to the offic ity Clerk of Klamath Co	ial plat Dunty,
together with all and si	ngular the tenan ents bere	ditamu to and		
FOR THE PUR	POSE OF SECTIONS		s and all other rights thereunto be unes now or hereafter attached to reament of grantor herein containe ****	longing or in anywise now or used in connection with
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becomes due and payab	urity of the delu secured li le. Should the it antor eith	by this instrument is the de er agra to, attempt to, or a	w th interest thereon according to antor, the final payment of princi its stated above, on which the fin crually sell, convey, or assign all written consent or approved of A	al installment of the note
come immodiately due a assignment To protect the end	and payable The execution	us inshimment, irrespective h by geintor of an earnest n	of the maturity dates expressed the noney agreement** does not consti	e Deneliciary, then, at the Derein, or herein, shall be- tute a sale, conveyance or
Canaged or destroyed the	ereon, and , ay + hen due a	Il cos: incurred therefor	nd repair; not to remove or demo + ny building or improvement wi	hich may be constructed
agencies as may be deem	ed desirable by he benetic	i ollive, as well as the cos	s and restrictions affecting the pro- lorm Commercial Code as the ben t of all lien searches made by fil mow or hereafter erected on the mov or hereafter amount not lease	ing officers or searching
at least filteen days prior	if the gran or it all fail for to the exp ration of any	any to insurance now of the law	tter; all policies of insurance shall i such insurance and to deliver the p	be delivered to the bene- olicies to the beneficiary
any indebtedness secured any part thereof, may or any part thereof, may under or invalidate any so	hereby and in such order as be released to grantor Suc ct done pur wart to such m	ecred under any fire or oth thene i iary may determine, th app'i ation or release sha otice.	er insurance policy may be appli or at option of beneticiary the em Il not cure or waive any default of	ed by beneficiary may pro- ed by beneficiary upon tire amount so collected, notice of default bara-
liens or other charges pays ment, beneficiary may, at secured because to tech	able by grantor ither by a t its option mult payment	lirect o yment or by provid t there f, and the amount	e. assessments and other charges its and other charges become pass of payment of any taxes, assessment ing beneficiary with funds with w so paid, with interest at the rat of this funds deed, shall be added to	hich to make such pays
the debt sea red by this tr with interest as aloresaid, bound for the payment of and the nonpayment there, able and constitute a because	ust deed, w the i waiver o the proper y he einbefore the oblightion / erein des of shall, at the option of the	t any i tragraphs 6 and 7 o t any i this arising from bre described, as well as the g wribed and all such paymen the bere iciary, render all wr	f this trust deed, shall be added to ach of any of the covenants hereof rantor, shall be bound to the sam its shall be immediately due and i	o and become a part of and for such payments, we extent that they are payable without notice.
6. To say all costs, trustee incurred in connect	tees and er oen * s of this tion with or in enforcing t	rust 1 a luding the cost of t.	itle search as well as the other cos	is and expenses of the
to pay all costs and expense mentioned in this paragrap the trial court, grantor furt, torney's fees on such appea. It is instructionally decod	is including in witch the be les, including evidence of the horizontal cases shall be fit her agrees to pay such sun l.	neficiuy or trustee may ap itle and the beneficiary's or xed by he trial court and in a as the appellate court shal	Pear, including any suit for the for trustee's attorney's tees, the amon the event of an appeal from any l adjudge reasonable as the benef.	beneficiary or trustee; reclosure of this deed, punt of attorney's fees judgment or decree of iciary's or trustee's at-
8. In the event that ficiary shall have the right	any portion or all of the the if it so elects to require	prope t' shall be taken und that a l or any portion of	der the right of eminent domain of	condemnation bene
or sevings and loan association a property of this state, its subsidiar 'WARNING: 12 USC 17011-3 m	authorized to the bus ness under ies, affiliates, agent or branche	the laws of Oregon or the United s, the United States or any agency	s an active member of the Oregon State (States, a title insurance company autho thereof, or an essenty agent lineared und	
JAMES H. MITTERE			onsent in complete detail. STATE OF OREGON	
JAMES H. MUL THUS P.O. BOX 24 CRESCENT LAKE, OR				
ORIN D. CHANNER A	ND BEVERITSY ANN CE		ment was received for	the within instru-
3882 REDONDO WAY KLAMATH FALLS, OR		SPACE RESERVED	at o'clock	M. and recorded
MOUNTAIN TITLE COL	DANY	RECORDER'S USE	in book/reel/volume pageor a ment/microfilm/record	s han /file / instruction
OF KLAMATH COUPPY		And the second	ment/microfilm/recep Record of Witness my 1	uon No
	ана (р. 1997) 1997 - Салар Салар (р. 1997) 1997 - Салар (р. 1997) 1997 - Салар (р. 1997) 1997 - Салар (р. 1997)		County affixed.	
			NAME By	TITLE
				, Deputy

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which are in excess of the amount required to pay ill reasonable of in such proceedings, shall be paid to behaftick up a displied by it in the trial and appullate courts, necessarily paid of neurred by bend ness secured hereby; and grantor agrees, at its orn expense, to be in the along such compensation, promptly up an be relicanty's request 9. At any times and from time to time, upor written request the note for endorsoment (in case of full recurve) ness, for cancels the hidebtedness, trustee may (a) consent to the anking of any rating a up restriction thereon; (c) join in any subo dination or othe recurvey, without verranty, all or any part of the property. The for left up of the survices mentioned in this pars (raph shall be room to be appointed by a court, and without regind to the adequacy of posses sion of the property or any part thereo, in its own name subs, expenses and siterney's fees necessarily paid or incurred by granter irst upon any reasonable costs and expenses and attorney's fees, both ciary in such proceedings, and the balance applied upon the indebted-ke such actions and execute such instruments as shall be necessary t beneficiary, payment of its tees and presentation of this deed and ion), without attecting the liability of any person for the payment of p or plat of the property; (b) join in granting any easement or creat-agreement affecting this deed or the lien or charge thereof; (d) ntee in any reconveyance may be described as the "person or persons acts shall be conclusive proof of the truthlulness thereol. Trustee's less than \$5. tess than \$3. t any time without notice, either in person, by agent or by a receiver ny security for the in lebtedness hereby secured, enter upon and take or otherwise collect the rents, issues and profits, including those past ration and collection, including reasonable attorney's lees upon any beneficiary may the adequacy of is own name su to be appointed by a court, and without regin d to the adequacy or power sion of the property or any part there or, in its own names us due and unpaid, and apply the same, less casts at a constrained by a constraint of the property and in such order as menticiary may all. The entering upon and taking posses sion of the property and their insurance policies or compensation with a trid for any table. If you default by grantor in payment of any name the entering and the entering and taking posses is and the property and the insurance policies or compensation with a side of default by the same and by grantor in payment of any indebtedness see a being of the essence with respect to such pay nent and sale, or in the to forcelose this trust deed by advertigent in the sale sale, or in etermine. he collection of such rents, issues and profits or the proceeds of fire g or damage of the property, and the application or release thereof as reunder or invalidate any act done pursuant to such notice. ed hereby or in grantor's performance of any agreement hereunder, time ce, the beneficiary muy declare all sums secured hereby immediately eed to foreclose this trust deed in equity as a mortgage or direct the y direct the trustee to pursue any other right or remedy, either at beneficiary elects to foreclose by advertisement and sale, the bene-notice of default and election to sell the property to satisfy the obliga-rce of sale, give notice thereof as then required by law and proceed -86.795. etermine The state polynomial is that that deed by advertises it and sale, or in law or in equity, which the beneficiary may have. In the event if history or the trustee shall execute and cause to be scorded a written tion secured hereby whereupon the trustee shull if the time and pl recured hereby whereupon the trustee shill is the time and r reclose this trust deed in the manner provided in ORS 86.735 13. After the trustee has commenced i week sure by advert et conducts the sale, the granter or emitted tion recurred hereby whereupon the trustee shill if the time and place of sale, give notice thereof as then required by law and proceed to 'acclose this trust deed in the manner provides in ORS 86.735 (* 86.795.) 13. After the trustee has commenced is reck sure by adverts ment and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so priviled by ORS 86.733, may cure the default or defaults. If the default consists of a failure to pay, when due, sums ecur d by the trust 4 ed, the default may be cured by paying the entire amount due at the trustee conducts the sale, the person effecting the person so priviled by ORS 86.733, may cure the default that is capable of being cured may be cured by tendering the person are required under the obligation of trust ided. In any case, in addition to curing the de-liable or defaults, the person effecting the oure hall pay to the beneliciary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with the tes and attors 's fees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be hold on the late and at the time and place designited in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may self the property either it one parcel or in separate parcels and shall self in form as required by law conveying the properties os old, but wit out any covenant or varranty, express or implied. The recitals in the deved of any matters of fact shall be conclusive proof of the truste will be trustee. Any person, excluding the trustee, but including the greater and beneficiary, may purchase at the sale 15. When trustee sells pursuant to the one s provided her-it, trustee shall apply the proceeds of sale to payment of (1) the ex-perses of sale, including the omperations of the trustee and a te consolie charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recue ded 'e ·ce of se ·86.795.

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seized in tee simple of the real property and has a valid, unencumbered title thereto

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and that the grantor will warrant and forever defined the same aga to it all persons whomsover. The grantor warrants that the proceed i of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, tend or household to posses (see Important Notice below), (b) for an organization, or (even if grantor's is a natural person) are for business or commercial purposes. This deed applies to, invres to the benefit of and binds all perties hereto, their here, legatees, devisees, administrators, executors, personal representatives, successors and assigns. It's term beneficient is shall mean the holder and owner, including pledgee, of the contract worked beschu, whether or out append as a by call, erv herein

personal representatives, successors and as a bindly and in the sum of the function of the function of the function of the secure dependence of th

IN WITNESS WHEREOF, the greator has executed this instrument the day and year first above written.

* IMPORTANT NOTICE: Delete, nor asplicable; if warranty (a) as such word is defined in if baneticlary MUST comply with discloures; for this purpose w If compliance with the Act is r	is applicable and the ba to Truth-In-Lending Act as the Act and Regulation to Stavens-Ness Form Nc. to required, disrega dit i STATE OF OIRE(G JAMASINA Frank	eficiary is a cred to d Regulation Z, th by making require 1319, or equivalent	KATHLEEN MULLEN
	by	ent was acknow	rledged before me on, 19,
	by	•••••••••••••••••••••••••••••••••••••••	
DIFICIAL OFFICIAL MARY KEN NOTARY PUBJ COMMISSION MY COMMISSION EXPLO	9EAL	· · · · · · · · · · · · · · · · · · ·	My commission a pres 4/20 Notary Public to Oregon
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STATE OF OREGON: CO	UNTY OF KLAMA		r .
and the second states and second	n ne ne ne ne Li stratta da	Mountain Ti	tle Co. the lst day
of the Sept	A.D. 19 94	1 - 2:46 to 1	o'clock PerM.; and duly recorded in Vol. M94
			on Page 27463
			Evelyn Biehn - County Clerk
FEH \$15.00	2	÷	By Daulen Mulendare
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