## ATC # 42232 DEED OF ID

DATE OF	THE PERM OF TRUE	DEEDUE	RUST	LAN	11. ASSIGN	MENT O	FRENTS		
DATE OF	THIS DEED OF TRUST AND	OF THE LOAN TRANSACTION	-	DATE	NOS DISBURGED AN			MBER	
BENEF	August 31, 19	94		GDA	September	6, 1994	3654-40	7720	
1	RANSAMERICA I	FINANCIAL SERV	CES	1	v он(s): Vi <b>c</b> hael G. M	laMa alei m			
ADDRE	ss: 1070 N.A. B	ond St.; Suite	204		etricia L.				
CITY	Bend, DR 97			1	ss: 6119 On				
NAME	FTRUSTEE: Aspen	Title & Fsc.to		CITY		Falls, OF	0.7502		
		THIS DEEL C	TRUS	TSI	TIPES ET	THOSE A DAY	ANGRA		
By this Do	ed of Trust, the undersig	mad (stantarie) (all 1 m	3 /r thom1	4				of even date in the princip	
sale, the f	isliowing described prope	from Grant orty situated in the State	or s) to Bene of Oregon, C	ficiary o	ε ned above, hereb	y gran s, sells, co	onveys and warrants	of even date in the principa to Trustee in trust, with po	li si Wor
	Lot 3, Block 1 State of Orego	O, FOUR 11 ALDI					ounty of Kla	math,	
	CODE 41 MAP 39	09-12BC TL 200	)						
The final n	naturity date of the Pron	nissory Note is	3eptem	ber ·	2009				
ogether v equipment Commission property al	th all buildings and impli- used in connection there on Credit Practices Rule cove described, all of wh	rovements now or he eat with (but not including an (16 C.F.R. Part 444) is r lich are referred to he reli	te erected to be paratus, no vor herea ne ter as the	nereon equipa fter am "Prema	<ul> <li>d heating, lighting</li> <li>t or articles that or</li> <li>ded), all of which,</li> <li>s s*.</li> </ul>	, plumbing, gas, on stitute "househers to the purpose of	electric, ventilating, re old goods" as the terr of this Deed of Trust	efrigerating and air-conditi n is defined in the Federal shall be deemed fixtures	onir Frac
TO HAVE , successors	(ND TO HOLD said land and assigns, upon the	l and premises, with all the trusts and for the uses a	n∋ lghts, priv r ⊂ purposes	ileges :	if dappurtenances in and none other.	thereto belonging	to Trustee and his h	eirs, executors, administra	nor
	• · · · · · · · · · · · · · · · · · · ·	of any socurity it i life	i jebteanes	S nere	N specified by an it	and all a second	mer about a to 1 (Gillis)	rithout taking possession ones and/or to collect and en	mm
FOR THE Reconstruction at the in acconding to the control of the c	JRPOSE OF SECURIN  ce with the terms an  at or before maturity  eneficiary to Grantor in a  any money that may be be security or in accordant	G (1) Performance clead disconditions of the above or as extended or residence on the school of the connection with any renew advanced by Benetik farmore with the coverage to cover the cover of the co	agreemer on entioned f c uled; (3) P or refinan y 13 Grantor o onis Deed o	rt of Grand Promise Layment cling, but or to the	or contained here of y Note executed it if any additional ar if Beneficiary shall no or parties, with inter	in: (2) Payment of by Grantor in favo mounts, with inter ot be obligated to est the reon at the	of the principal surn with or of Beneficiary refe- rest thereon at the ago or make any additional or agreed rate, where	th interest thereon at the ag rence to which is hereby in greed rate, as may be here loan(s) in any amount; (4) any such advances are in	ree
SECON THIS	D: To the payment of p	ed to be paid by Grar tor ne interest due on sa d A rincipal.	(ii) (iii <b>xem</b> ent	,,,,,,	c essessed agains	ine Fremises, i	insurance premiums	repairs, and all other cha	
collection is a mail not cau hail not cau ha	all, at Benefician's optimise discontinuance of an interpretary tent before the purchaser at the force of the purchaser of the p	on be applied on sair into y proceedings to for a closecours sale, (2) To pay so cooking sale sale, (2) To pay so cooking sale sale sale sale sale sale sale sale	es independences, in the debit of the debit	whether of Trus whether of Trus II taxes t security intersection or and agreed of another mable	in perly endorsed, of use or not, or to the use or not, or to the line when to for I am (including any or hereby, or upon the or penalty to according to penalty to according to such disbursem as 9; (4) To keep the inmises contrary to make on the purpose on may be constructed to the indebtedness by secured, or of a so of, without release is for the full a not onal flability or the shereby forever was	in depc sit with Bee a restro atton of se eccosure, all right prior "rust Deec le Inter set of Ben- te the eon, the o love, B eneficary for and pay the re- ents is all be add buildir gs and oth restrictions of re- or inspecting the did dan aged or did or of the precipion thereo sing or affecting the unit of said indebt unit of said indebt unit of said indebt illen he reby creat trrant as divili fore	eneficiary and that los ald improvements. Sits of the Grantor in its of the Grantor in the Premissificial receipt of the practice and its option (whether easonable premiums ted to the unpaid balaner improvements no cord or contrary to la a Premises; to compress troyed thereon; and in full compliance with in full compliance with in the contrary to the personal liability of the personal liability of the grantor in the grantor	y's favor against fire and s nounts, and in such compa ss proceeds (less expense uch application by Benefic isurance policies then in fa assessments that may acc es or in said debt, and proc roper officer showing paym relecting to declare the will and charges therefor; (b) and charges therefor; (b) and charges therefor; (b) and charges therefor; (b) and charges or regulate the within one hundred ele d to pay, when due, all clai- h the terms of said Promiss or renewed, and any portion of any person for the paym ing unpaid, and no change into is seized of the Premis d possession thereof agai	nies or siany or certain or certa
S MUTUA con defaulti any countri de secund e entitled o ) waiving the result and of some parti erreupon Ti	LY AGREED "HAT (1) the performan out of any strong any lier on, dain shereby shall immediate the monies due thereon collateral and enforce the collateral an	) If the said Grantor(i) is a greement hereunder, a gainstor interest in the y become due and provided in the event of such de he Promissory Note; (b) Property To Be Sold in said. Beneficiary shelf also poed of Trust in according	hall fail or ne crupon sale crupon sale crupon sale te emissis, the te at the option to rectoring the to rectoring to rector and the sale to seposit with O	glect to or otheren all s tion of stary man this trus pations th Trust regon	c ly installments on lisposition of the Full Isposition of the Full Isposition of the guide and the Fromissory is the Fromissory in the	said Promissory Premisrs by Gran or(s) to Beneficial plication of Bene or a tiaw and in	Note as the same motor(s), or should any ry under this Deed of officiary or assignee, on equity including, but	hay hereafter become due action or proceeding be fit frust or under the Promission any other person who in the following the process of the p	or led ory lay
Banofickin Banofickin	may appoint a successor	or Trustee at any time by	toer rot gn #:	ording +	Te office of the Co	Naty Recorder of rustee shall succession technologies	feach county in whice	h said property or some p chase sumonly and tills to green and proof there	#t
Joon pa /n	ent in full by said Grana	or(s) of his indebted a ses	h <b>≯re</b> under,	Truste-	: half reconvey to s	aid Grantor(s) th	o Promiser and the	oe green and proof there	QÊ
								g to law entitled to all compensation ation secured by this Dee	ì. d
TER REC	ORDING RETURN TO	TRANSAMERICA /* NA	V SAL SER	VICES	Box 56	507: Bend,	OR 97708-56	07	]
	-				•		Address		3

15-381 (10-(2)

Silkin | 27885 (6) Should Grants reell, convey transfer or dispose of the Premis is, or my part thereof, will out the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option to declare all sums secured lives. Forthwith due and payable. (7) Notwithstanding anything in this Deed of Trust of the Promiss only in the secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extension that the same may be legally enforced ble and any provision to the contrary shall be of no force or effect. (8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs executors, administrators, stoces ors, grantees, less and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate. Any Grantor who is signing this Deed of Trust but does not execute the Promissory Note: (a) is costigning this Deed of Trust only to grant end convey that Grantor's creest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Benefi tian and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Lote without that Grantor's consent. (9) Invalidity or unenforceability of any provisions herein shall not at set the validity and enforceability of any other provisions (10) Trustee accepts this Trust when this Deed of Trust, duly execused and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s). Beneficiary, or Trustee shall be a party, unless brought by Trustee. (11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fire s ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limit alons, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, surfactions, and any appeals from any of them. Enforcing the lien of the Deed of Trust includes without limitation conveyances in the surface of the Deed of Trust includes without limitation conveyances in the surface of the Deed of Trust includes without limitation conveyances in the surface of the Deed of the D (12) The undersigned Grantor(s) requests that a copy of any Nitice of Default and of a vi Notice of Sale hereunder be mailed to him at the address herein before set forth. (13) The terms Deed of Trust and Trust Deed are interchange able IN WITNESS WHEREOF the said Grarr or has to these presents set hand and seal this date August 31, 1994 OFFILIAL EAL
KELSEY AN DERSON
NOTARY PUBLI POREGON
COMMISSION V). 02/366 Michael G. McMackin m STATE OF ORE 30N Patricia L. McMackin COMMISSION EXPLOSS EPT 13, 1997 Klamath County of 31**s**t: August. 1994 by Michael G. C3 of This instrument yeas acknowledged before me on the McMackin and Patricia L. McMackin My Commission Expires: September 13, 1997 RECIUE ST FOR FULL RECONVEYANCE TO TRUSTEE: The undersigned is the legal parter and holder of all indebt idness secured by this 0 hed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, itself and to reconvey, without war a nty, to the parties of signated by the terms of said Deed of Trust, the estate now held by you under the came Hail Reconveyance to: Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made. ŏ day county

## STATE OF OREGON County of Klamath S County of Klamath S County of Klamath Aday Sept. 19 94 3:10 o'clock P.m. and recorded in book M9 on page 27884 Record of Mortgage o's said county Witness my hand and seal of County affixed. Evelyn Biehn County Clerk T Depu

1. 11