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Volm94 Page 36379@

I DIO I RUOI: DEED: mate this	/day of	November	1094	bei
JOHN T. BOWERS, aka J.T	 BOVERS and 	DARLENE M F	BOWERS, as	, Dei
Tenants by the Entrety		210 1	JOHEND, as	
		A	,	

as Grantor, WILLIAM M. GANUNG

HMR, INC., AN OFEGON CORPORTION

as Beneficiary,

MIN THE

WITNESSETH:

Grantor irrevocably grants, bar sains, sells and conveys to trustee in trust, with power of sale, the property in Klamath Courty, Oregon, described as:

Comment & Fre to the Secretaries and a figure

SEE EXHIBIT "A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the contained and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMALICE of each agreement of grantor herein contained and payment of the TWO HUNDRED NINETY-TWO THOUS AND FIVE HUNDRED DOLLARS (\$292,500)

note of even date herewith, payable to be not clary or order and made by grantor, the final payment of principal and in erest hereof, if not sooner paid, to be due and payable

August 1. 19 97

The date of maturity of the debt secure 1 by this instrument is the date, stated above, conclude the linal installment of said note said, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or nontered the consent of the consent of the payable.

To protect the consent of the consent of the consent of the payable.

seld, conveyed, assigned or alienated by the grantor without list then, at the beneficiary's option, all obligations secured by the instituen, at the beneficiary of the and paye ble.

To protect the security of this tru it dead, grantor agrees 1. To protect, preserve and maintain as diprocety in good condition and repair, not to remove or denoish any builling it improvement that on the contracted, damages or asterois and public in the contracted, damages or distributed to remove or denoish any builling it improvement that on the contracted, damages or distributed thereon, and pay when due all costs incirred terefaced, damages or distributed thereon, and pay when due all costs incirred terefaced, damages or distributed thereon, and pay when due all costs incirred terefaced, damages or distributed thereon, and pay when due all costs incirred terefaced, damages or distributed thereon, and pay when due all costs incirred terefaced, damages or distributed the payer public office or offices, as well as the cut of all line searches in the payer public office or offices, as well as the cut of all line searches in the payer public office or offices, as well as the cut of all line searches in the payer public office or offices, as well as the cut of all line searches in the payer public office or offices, as well as the cut of all line searches in the payer public office or offices, as well as the cut of all line searches in the searching agencies as may be itemed desirable by the beneficiary may iron into to time require in an amount not less than 3.

To provide and continuously maintait invivation on the build have and such other humans acceptable to the beneficiary may iron into the payer in companies acceptable to the beneficiary may iron into the companies acceptable to the beneficiary may iron into the companies acceptable to the beneficiary may all line search as beneficiary may procure the same at grantor's expense. The anion of delivers and payers the surface of the surface of the surface of the surface of the s

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all ovaid; operty shall be take under the right of siminent domain or condemnation, by their size with the right of siminent domain or condemnation, by their size with the right, if it so elects, to require that all or any portion of the month expands on a compensation for several size of the size of the amount required in the reasonable costs, expenses and attorney's it is necessarily paid incremely by applied by it lies upon any reasonable costs and appears and attorney's it applied by it lies upon any reasonable costs and appears and attorney's it applied by it lies upon any reasonable costs and appears and attorney's it applied by it lies upon any reasonable costs and appears and incremely in such proceedings, and the balance applied upon the indebtedre sectived hereby; and frantor agrees, at its own expense to take such action and execute such instruments as shall be necessary in obtaining such to perastion, promptly upon beneficiary's request.

At any time and from time to time up in witten request of bracking, payment of its lees and presentation of his it ed and the note it follows the conveyances, for care called my), without affects the liability of any person for the payment of the indevice fruits the liability of any person for the payment of the indevice fruits.

granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons are property in the grantee in any reconveyance may be described as the "person or persons of legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not lees than \$5.

10. Upon ony default by grantor hereunder, beneficiary may at any time without ne're, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for entity any part thereof, in its own name sue or otherwise collect the rents, issues and expected in its own name sue or otherwise collect the rents, issues of the part of the services may also any part thereof, in its own name sue or otherwise collect the rents, issues and expected in the services may dear any electronic and explication and explication including reasonable attorney's lees upon any indebtendess secured he. by, and in such order as beneficiary may determine when the services of the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the upplication or release thereof as aloresain's shall not cure or waive any detault or notice of default hereunder of in "e any act done pursuant to such matice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance. I any agreement between the beneficiary may declare all sums secured hereby immediately due and the such as all control of the property, as a mortisge or direct the cruster to forcelose this trust deed in equity as a mortisge or direct the trustee to pursue any other light remedy, either at law or in equity, which the beneficiary

solves. Alter the trustee has commenced to reclosure by advertisement 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 privileged by 86.753, may cure the default or defaults. If the default mainst ol a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due 1 to default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the ticiarry all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's tees not exceeding the amounts provided by law.

together with trustee's and attorney's tees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said provided or cash, postponed as provided by law. The trustee may sell said provided provided by law. The trustee may sell said provided provided acceptance of the proceding of parcels at auction to the highest bidder for cash, postpole at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive profied of the truthfulness thereof. Any person, excluding the tru tee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, ustee shall gift the proveeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trusters having recorded lierance secured by the trust deed, (3) to all persons attorney, 2 consequent of the interest of the trustee mether trust deed as their interests may appear in the order of their privity and (4) be surplus.

surplus, if any, to the grantor or no his successor in interest entitled to such surplus.

16 Beneficiary may from the time appoint a successor or successor so not trustee named herein or to any successor trustee, and without coverance to the successor trustee, the latter stall be rested with all title, purpose and duties conterred upon any trustee herein nan. I or appointed the europe and duties conterred upon any trustee herein nan. I or appointed the europe and duties conterred upon any trustee herein nan. I or appointed the europe and trustee herein nan. I or appointed the europe of the county or counties in which, when recorded in the mortange records of the county or counties in which the property is situated, that, we conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this died, duly excluded and acknowledged is made a public record as provided by law. Trustee is not obligated to notify eny party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee vereus fer must be either at attorney) who is an active member of the Oregon Sinte Bail a bank, trust company or savings and loan association authorized to do business, ander the laws of C egon or the United States, a title insurance company authorized to insure title to real property of this state its subsidiaries, affiliates, agents or makes, the United States or any agency thereof or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming und him, that he is lawfully secred in fee simple of said described real property and has a valid, unencumbered title thereto

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while the state of the parent

and that he will warrant and torever detend the same against all persons whomsoever.

ion according the contraction

The grantor warrants that the proceeds of the lost represented by the above described note and this trust deed are:
(a)*-primarily-lec-grantor's-personal, lamily on the macheld-purposes (see Important-Notice-below).

(a) *primarily lec-transcr'e personal family on a mechald purgoes to the accordance into the trust (b) for an organization, or (even it granto is a natural person) to for business or commercial purposes.

This deed applies to, inures to the benefit of an I binds all partie, hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary is all mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary increase. In construing this deed and whenever the context so requires, the masculine gender includes the terminine and the neuter, and the sin jular number includes the plural.

IN WITNESS WHEREOF, said granter has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warrs thy (a) or (b) is not applicable; if warranty (a) is applicable and the balleficiery is a creditor as such word is defined in the Truth-In-Lending Act at (d Re julation Z, the beneficiary MUST comply with the Act and Regulation by a aking required disclosures; for this purpose use Stevens-Ness Form No. 1319 or equivalent. If compliance with the Act is not required, disregard this notice. Mille јфни т. BOWERS, aka J. T. BOWERS auleur M Bo DARLENE M. BOWERS (If the signer of the above is a corporation, use the famt of acknowledgement apposite.) STATE OF OREGON, STATE (F OREGON, 55. County of Klamath Count of This instrument was acknowledged before me on John T. Bowers, aka J. T. The state of the s Bovers, and Darlene M. Bovers Truster Notary Pt blic for Oregon (SEAL) (SEAL) My commission expires: My com n ssion expires: NOTARY PUBLIC - OREGON
COMMISSION NO. 010431
A Y COMMISSION EXPIRES NOV. 15, 1995 IN QUEST FOR FULL RECONVEYANCE used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness ecured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You herary are directed, or payment to you of envisums owing to you under the terms of said trust deed or pursuant to statute, to cancel ill evidences of indeb diness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to recovery without warranty to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to documents. the factor west in their survey of the first have being ner la manage d'un 19: ce la mont l'este famille l'ante famille d'un le famille de la DATED: Beneticiary less or destroy this Trust Deed OR THE NOTE which it secures. Both must be realizered to the trustee for concellation before reconveyance will be made.

TRUST DEED 12 (FORM No. 881) [FOR 12]	1 3. 3 3.	Mile HELF LE	14 175. 73 17	STATE OF OREGON, Ss. I certify that the within instrument
John T. Bowers, aka		भूते । स्ट्राह्मक १८० हेक्क १९४३ च १८	排版的	was received for record on the
Darlene M. Bowers Grantor		SPACE RESER /ED	i .	in bcok/reel/volume No
HMR, INC.	. 영 1, 종	RECORDER'S JSE		ment/microfilm/reception No, Record of Mortgages of said County. Witness my hand and seal of
AHTER RECORDING RETURN TO Mountain Title Company	1.0			County affixed.
222-South Sixth Street Klamath Falls OR 97601	₹	STATE OF THE	95464 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	NAME TITLE By Deputy

PARCEL 1:

A tract of land situated in the SW1/4 SE1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of the SW 14 SE1/4 of said Section 6, said point being the Northeast corner of JUNCTION ACRES SUBDIVISION; thence South 89 degrees 07' 30" West along the South line of said Section 6, which is also the North line of said subdivision, a distance of 30 feet; thence Northerly, parallel with the Eart line of the SW1/4 SE1/4 of said Section 6 a distance of 175 feet to the true point of beginning of this description; thence Northerly parallel with the East line of the SW1/4 SE1/4 of said Section 6 a distance of 175 feet, more or less to the intersection with the centerline of the Enterprise Irrigation District canal as it is presently located and constructed; thence Northwesterly and Southwesterly along the centerline of said canal to a point that is Northerly, measured on a line parallel with the East line of the SW1/4 SE1/4 of said Section 6. a distance of 350 feet from the South line of said Section 6; thence South 89 degrees 07' 30" West parallel with the South line of said Section 6, which is the North line of said subdivision, to the intersection with the East line of that tract of land deeded to Heaton, as described in Deed Volume 359 at page 448; thence South 28 degrees 23' 30" East and South 00 degrees 21' 45" East along the East line of said Heaton Tract to a point that is Northerly, measured on a line parallel with the East line of the SW1/4 SE1/4 of said Section 6, a distance of 175 feet from the South line of said Section 6: which is the North line of said Section 6: a distance of 175 feet from the South line of said Section 6: which is the North line of said subdivision, to the true point of beginning of this description.

EXCEPT that portion lying within the boundaries of the Enterprise Irrigation District Canal.

PARCEL 2:

A tract of land situated in the SW1/4 SE1/4 of Section 6, Township 39 South. Range 10 East of the Willamette Meridian, in the County of Flamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of said Section 6, said point being on the North line of JUNCTION ACRES SUBDIVISION and being South 89 degrees 07' 30" West a distance of 30 feet from the Northeast corner of said subdivision which is a so the Southeast corner of the SW1/4 SE1/4 of said Section 6; thence Northerly parallel with the East line of the SW1/4 SE1/4 of said Section 6 a distance of 175 feet; thence South 89 degrees 07' 30" West parallel with the South line of said Section 6, which is the North line of said subdivision to the intersection with the East line of the ract of land deed d to Heaton as described in Deed Volume 359 at page 448; thence South 00 degrees 21' 45" East along the East line of Heaton tract a distance of 175 feet, more or ess, to the South line of said Section 6, which is the North line of said subdivision; thence North 89 degrees 07' 30" East along the South line of said Section 6, and along the North line of said Subdivision to the point of beginning.

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STATE OF OREGON: COUNTY OF KLAMATH:

Filed for reco	rd at request	of	iountain Title	co			20.1	
of	Nov	A.D., 19 94	at3:03	_ o'clock	P M., and du	the the	29th	day
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FEE \$20.00					yn Biehn Oauline	County Clerk	0/104	