92845 12-23-9441		TRUST	DEED VOIM94 PARE 38756
THIS TRUST DEE	D, made this		
Gerild L. Clark and	Janet L. Cla	k, husban	and wife,
as Grantor, Aspen Titl Del: Jah K. Woolper	e and Escrow,	Inc.	
Del lah K. Woolner,	Joann Per y	nd Robert	. White , os Trustee, a
as Beneficiary,		••••••••••••••••••	
Grantor irrevocably g	rants, bargains, :	WITNES: and const	SETH: (vs to trustee in trust, with power of sale, the proper a as:
on file in the record	ds of Klamath	V Tracts, a County, 0	e as: according to the official plat thereof according to the official plat the according to the official plat the official plat the according to the official plat the official plat the according to the official plat the according to t
orego	on.		page 210, Microfilm Records of
and rights of way of	ind/or lien fo	r irrigat:	(n and/or drainage, easements, reservatio
assessments of South SUBJECT TO ANI) EXCEPT	Suburban Sani	parent on tary Distr:	(n and/or drainage, easements, reservatio the land, and to rules, regulations and ict.
RECORD AND THOSE APPA	RENT UPON THE	ONS, RESTRI	CTIONS, EASEMENTS, AND RIGHTS OF WAY OF
tion with said	the rents, issues and	ents and appu-	nances and all other rights them in the
FOF THE PURIOSE OF sum of Tventy Thousand a	SECURING PSRIN	RMANCE of	and all fixtures now or hereafter attached to or used in connect the connect of gran or herein contained and payment of the
note of even date herewith pounds	dd 110/100 (\$./	J,000.00)-	the state of gran of nerein contained and payment of the
not sooner baid, to be due and pay. The late of maturing state	to beneficiary or or able Decimbe	r 19	s, with interest thereon according to the terms of a promissory grantor, the linal payment of principal and interest hereol, in , , , , 2009.
sold compared payable. In the ev	ent the within dea.	istrument is the	date, stated above or which it is a set
herein, shall become immediately due	obligations sec irec	by this instrum	a date, stated above, or which the final installment of said note any part thereof, or any interest therein is sold, agreed to be is dotained the written consent or approval of the beneficiary, it, irrespective of the maturity dates expressed therein, or
L. To protect the security of this	s trust deed, granter	agrees;	and a merein, or
2 To complete or restore prompt manner any building or improvement which lestroyed ther on any full	toperty. Iy and in good and h may be constructed	orkmunitie dra	and any easement or creating any restriction there in: c join in any limation or other adreement attenting this deed or the lien or charke ti (d) reconvey, without warranty, all or any part of the property. The is entitled there is any ray by described as the "new works."
3. To comply with all lives, ordina ions and rest ictions affecting suid property	nces, regulations sover	nts, condi- ser i	a clusive proof of the tru htulness therein of any matters or facts shall
iei Code as the beneficiary may require a	pursuant to the l'nito	i Coninier- tim me in the point	vithout notice, either in person by adapt - beneficiary may at any
4. To wovide and continuously ma	intain insures	issue	any part there's secured enter upon and take possision of said prop- and profits, including these past due and unnid and each the rents, sts and errones.
in panies accordable to the Leveliciary, with	th loss naveble to tim	vequire, in ficia ; written in	may determine network secured hereby, and in such order as bene-
liver said sol cies to the ben liciary at leas	rocure any such asur a	ce and to provide	II. The entering upon and taking possession of such order as bene- ton of such rents, issues, and profits, or the proceed of the and other of epolicies or compensation or awards for any taking or damage of the strong detault or notice of telaut hereunder or invalidate any net of to such notice.
lifected under any first or other insurance at any upon any indebtedness secured hereby	grantor's expense 7 +	Amount y bereli-	t to such notice of fefault hereunder or invalidate any act done
y part thereo, may be released to granter, t ure or wain e any default or notice of de	he entire amount to co Such application or r fault hereunder	'ected or essen of ase shall even	all surns secured hereby immediately due and conditionary may
in the said premises free from a	Operation of the second s	pay a'l adver i	y as a mortgage or direct the trustee to foreclose this trust deed imment and sale, or may cirect the trustee to foreclose this trust deed by
beneficiary, should the granter lail to make	romptly deliver r ceip	there'or the tri	tee shall execute and caus to be recorded his miller, the beneficiary or
the such payment of by providing benefici resuch payment, beneficiary may, at its result amount to paid, with interest at the r	ary with funds with option, make parmeri	thich to notice in the interest.	tered is then required by law and proceed to loreclose this trust dreed to include the second
t leed, without waiver of any rights aris	ant of the debt source	of this sale, in by this sale, in the deb	at any time prior to 5 cays before the date the trustee conducts the affantor or any other perion so privileged by ORS 85 753
e extent that they are bound for the pa	rantor, shall be bour c	to the entire	wount due at the time of the default may be cured by paying the
er all sums soured by this trust deed imi	at the option of the ber mediately due and pays	licia.y, obligat of the and default	is may be cured by terdering the performance that is capable of
6 To pay all costs, less ind expenses the search is well as the other costs and e innection with or in enforcing this obligation to ually incurred.	on and trustee's and	he cost togethe curred by law	ith trustee's and attorney's tees not exceeding the amounts provided
the security rights or powers of beneficia	n or proceeding , urper	ing to in one	Otherwise, the sale shall be held on the date and at the time and gnated in the notice of sale or the time to which said sale may ned as provided by law. The trustee may sell said property either the higher holder back is and sale sail the parcel or provided by the
widence a title and the meliciary's o	ay all costs and expent	*s, in the prov	er to the purchaser its died in form as required a trustee
by the trial out and in the event of an other of an other of an of the trial out, frantor wither agrees your shall adjudge reasonable as the b	annual lange	eap- the grant	and beneficiary, may purchase at the sale.
It is mutually agreed that.		cluding	the proceeds of sale to payment of (1) the expenses of sale, in-
to require that all or any	and a state of the	e the deed as	1) To the oblightion is the insiste and a reasonable charge is the transfer is well is an analysis of the transfer is a sub-squeent is the interest of the runsfer in the interest of the granting and (4) the analysis to the grant or it his successor in interest entitle do such Beneticiary may the such as the successor is interest entitle do such and the successor is interest entitle do successor is interest e
d by granto in such proceedings shall	rey's fees necessarily .	id or	Beneficiary may from time to time appoint a successor or succes
such provedinds, and the balance of breeby; and grantor agrees, of its own	y paid or incurred by	iness and sub-	latter appositent, and without conveyance to the successor usite herein named or ap onited hereinging and duties conferred
9 At any time and from time to time u rayment of its lees and presentation of	pon written request of	ene- which the	reports is situated, shall be conclusive proof of proper appointment
asyment of its less and presentation of ment in case of bull reconvergences, for case whith a large serion for the payment of the issent to the making of any map or plat of the series of the ser	Deallation and the Del	fing obligated may trust or	of is made a public record as provided by law. Trustee is not
The Trust Deel Act provides that the	- property, (0) ,e	n in shall be	arty unless such action of proceeding is brought by trustee
of this store, its subsidiaries, affiliates, age	isiness under the laws c ats or branches, the Unit	Oregon or the Ur	an active member of the Oregon State Bar, a bank, thust company d States, a like insurance company authorized to insure take to real or thereof, or an escrow agent licented under ORS 676.503 to 696.553.

The grantor covenants and agrees to and will the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said clear ibed real proverty and has a velid, unencumbered title thereto

and that he will warrant and forever lefend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, far uily or househol 1 surposes (see Important Notice below), (BOX 33: SANA SHITHANS SAGE SALESSING SOUTHER SAME CONSUMERS SALESSING SALESSING SALESSING SALESSING SALESSING

This deed applies to, inures to the bene it of and binds a l parties hereto, their heirs, legatees, devisees, administrators, executors, parsonal representatives, successors and essigns. The term bene is any shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as the bene dictary herein. It construing this deed and owner, including pledgee, of the contract gender includes the leminine and the neuror, and the singular must ber includes the plural. IN WITNESS WHEREOF, said granter has be reprint set histories the deal of the device of the contract

IN WITNESS WHEREOF, said grantor has in rounto set his hand the day and * MPORTANT NOTICE: Delete, by lining out, whiches in warranty (a) or $\{\cdot\}$ is not applicable; if warranty (a) is applicable and the seneficiary is a creditor as such word is defined in the Truth-in-Lending Art and Rogulation 7, the beneficiary MUST comply with the Act and Regulari in by making recursed disclosures; for this purpose use Stevens-Ness Firm (No. 1319, or equival int. If compliance with the Act is not required, disregard this notice. yearfirst above written. ld L. Jane STATE OF ()R. GON, County of Klamath Gerald L. Clark and . anet L. Clark by This it strut nent was ackn wledged before me on by 88 Cocce geologics OFFICIAL SEAL MAFLENE T. ADDINGTON NOTARY PUBLIC - OREGON COMMISSION NO. 022238 MY COMMISSION NO. 022238 Notary Sublic for Oregon ly commission expires 3-22REQUEST FOR FU & RECONVEYANCE To be used only when a ligations wave been paid TO: ., Trusis The undersigned is the legal owner and hold r of all indebtech as secured by the foregoing trust deed. All sums secured by said trust deed have been tully paid and satisfied. You vereby are directed, on payment to you of any sums owing to you under the terms of russ seen have been tuny pain and satisfied. For wheny are directed, on payment to you or any sends owing to you direct the terms of a said trust deed or oursuant to statute, to carcel t'l evidences of a sebtedness secured by said trust deed (which are delivered to you or our subscription of the secured by said trust deed (which are delivered to you or our subscription). herewith together with said trust deed) and to recorvey, without wr 1 unty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail , econ 'eyance and down ments to DATED: Beneficiary D a net lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee or cancellation before reconveyance ____ TRUST DEED (FORIT No. BEI) STATE OF OREGON. County of Klamath **SS**. I certify that the within instrument Gerald L. Clark and wes received for record on the 23rd day of ... _____Dec____, 1994__, Janet L. Clark at 11:13 o'clock A. M., and recorded Grantor SPACE RES RVED in book/reel/volume No. M94...... on Delilah K. Wcolner, JoAnn FOF pare 38756 or as fee/file/instru-RECORDER: USE ment/microfilm/reception No....92845., Perry and Robert D. White Record of Mortgages of said County. **Beneficiary**

Witness my hand and seal of County affixed.

635 Main Street Klamath Falls, OR 97601 Name By Zauline Willing of Deputy

AFTER RECORDING RETURN TO

Melvin D. Ferguson