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98721 THIS TRUST DEED, made this3rd_	TRUST DEED day of April	/ol <u>M9S_Page_10021</u>
KLAMATH LIMITED PARTNERSHIP		
		as Grantor
ASPEN TITLE & ESCROW, INC.	1581 - 1	, as Trustee, and
CITY OF KLAMATH FALLS		as Beneficiary,
	WITNESSETH:	, as Denencially
Grantor irrevocably grants, bargains, sells a Klamath County, Oregon, d	and conveys to trustee in	trust, with power of sale, the property in
Lots 1 and 2, Block 1, Tract 1174 TO THE CITY OF KLAMATH FALLS, in Oregon.		
Code 1 Map 3809-17C0 Tax Lot 800 Code 1 Map 3809-17C0 Tax Lot 900		
gether with all and singular the tenements, hereditaments	s and appurtenances and all of	her rights thereunto belonging or in anywise now
hereafter appertaining, and the rents, issues and profits property.		
FOR THE PURPOSE OF SECURING PERFORM	MANCE of each agreement of	grantor herein contained and payment of the sun
TWENTY THOUSAND SIX HUNDRED TWENT	T FIVE and NU/100 -	st thereon according to the terms of a promissory
to of even date herewith, payable to beneficiary or ord	ler and made by grantor, the :	st thereon according to the terms of a promissory final payment of principal and interest hereof, i
t scoper paid, to be due and payable April 20	,1998	
The date of maturity of the debt secured by this i	instrument is the date, stated	l. convey, or assign all (or any part) of the prof
y or all (or any part) of grantor's interest in it withou neliciary's option*, all obligations secured by this instrume me immediately due and payable. The execution by gra	t first obtaining the written co ument, irrespective of the mai	furity dates expressed therein, or herein, shall be
ignment. To protect the security of this trust deed, grantor ag	rees:	
1. To protect, preserve and maintain the property vement thereon; not to commit or permit any waste of	in good condition and repair; the property.	
2. To complete or restore promptly and in good and	I habitable condition any build	ding or improvement which may be constructed
naged or destroyed thereon, and pay when due all costs 3. To comply with all laws, ordinances, regulations,	covenants, conditions and rest	rictions affecting the property; if the beneficiary
equests, to join in executing such financing statements pay for filing same in the proper public office or office	s pursuant to the Uniform Comes, as well as the cost of all li	mercial Code as the beneticiary may require and en searches made by filing officers or searching
ncies as may be deemed desirable by the beneficiary.		
4. To provide and continuously maintain insurance mage by fire and such other hazards as the beneficiary	may from time to time requir	e, in an amount not less than \$ insurable
itten in companies acceptable to the beneficiary, with lary as soon as insured; if the grantor shall tail for any re	ioss payable to the latter; all p eason to procure any such insul	olicies of insurance shall be delivered to the bene-
ary as soon as made on, it was granted and are		ance and to deliver the policies to the beneticiar)
least fifteen days prior to the expiration of any policy of	of insurance now or hereafter p	placed on the buildings, the beneficiary may pro-
least litteen days prior to the expiration of any policy of e the same at grantor's expense. The amount collected in y indebtedness secured hereby and in such order as benet	of insurance now or hereafter p under any fire or other insura liciary may determine, or at op	placed on the buildings, the beneficiary may pro- nce policy may be applied by beneficiary upor- tion of beneficiary the entire amount so collected
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which are in excess of the amount required in pay all reasonable custs, expenses and attornay's less necessarily paid or incurred by granter in such proceedings, the courts, necessarily paid or incurred by the felicitary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon benelicitary's request. Institutions of the such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon benelicitary's request. Institutions of its less and presentation of this deed and the such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon benelicitary's request. Institutions of the property of any pay of parts of the property of any pay of parts of the property of the indebtedness, frustee may (a) consent to the making of any pan or paid of the property (a) any passes of the property of any reconveyance may be described as the "person of traces" in a property of the property of any part thereof, in its own names use or otherwise collect the content of the property of any part thereof, in its own names use or otherwise collect the order, since the property of any part thereof, in its own names use or otherwise collect the order, in parts of the property of any part thereof, in its own names use or otherwise collect the order, in parts of the property of any part thereof, in its own names use or otherwise collect the order, in continuous data and unpaid, and apply, and in such order as beneficiary may determine.

11. The netering upon and taking possession of the property, the collection of such rents, insure and prolifes or compensation or awards for any taking or damage of th

and that the grantor will warrant and torever detend 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, family or household purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes.

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

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it 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.

made, assumed and implied to make the provisions hereot apply equally to corporations and to individuals. IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.
KLAMATH LIGHTED PARTNERSHIP
<u></u>
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor
ward is defined in the Truth-in-Lending Act and Regulation 4, the
beneficiary MIST comply with the Act and Regulation by making required
disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.
STATE OF OREGON, County of Klamath)ss.
This instrument was acknowledged before me on April ,19 95,
I fus instrument was acknowledged before the oil
by April 20 76 95
by
by John E. Batzer as General Partner
as
Klamath Limited Partnership
OFFICIAL SEAL
DEBRA BUCKINGHAM
Notary Public for Oregon Commission No. 020140
My COMMISSION NO. 020140 My commission expires 12-19-96 My commission expires
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STATE OF OREGON: COUNTY OF KLAMATH: ss.
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STATE OF OREGON: COUNTY OF KLAMATH: ss.		
Filed for record at request of Aspen Title & Escrow	theth	day
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