TRUST DEED (Assignment resource	COPYRIGHT 1994 STEVENS-NESS LAW PUBLISHING CO. PORTLAND. OR 973N
att - Orcana Trust Dood Serve -	Val Mas Paup
a. 881 - Orcean Trust Dood Series - TRUST DEED (Assignment Restricted). TRUST DEED	10) Detween
1206 THIS TRUST DEED, made this day of	June, as Grantor,, as Trustee, and
THIS TRUST DEED, made this	as Grantor, as Trustee, and
SHARON FITE	, as I rustee, date
THIS TRUST DEED, made this SHARON FITE ASPEN TITLE & ESCROW, INC. ASPEN P PIERCE	, as Beneficiary,
JANET R. PIERCE	, as Beneficiary,
JANEI R. 122	H: power of sale, the property in
JANET R. PIERCE WITNESSET Grantor irrevocably grants, bargains, sells and conveys to Klamath County, Oregon, described as:	trustee in trust, with power
Gentor irrevocably grants, bargains, sens and described as:	
Grantor irrevocably grants, bargains, sens described as: Klamath County, Oregon, described as: Klamath, St	rate of Oregon.
County, Oregon, described Klamath Lot 1, MOYINA, in the County of Klamath, St	
Lot 1, Northern TAY 10T 4600	
CODE 141 MAP 3809-36CD TAX LOT 4600	
and the second s	wing TOW
ogether with all and singular the tenements, hereditaments and appurtent of the second profits thereof and all the rents, issues and profits thereof and all the renester appertaining, and the rents, issues and profits thereof and all the reporty.	the rights thereunto belonging or in anywise to
hareditaments and appurten	ances and all other resister attached to or used in
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or hereafter appertaining, and the property. The property. The property. The property. The property.	ch agreement. ***********************************
FOR THE PURPOSE OF SAND DOLLARS AND NOT SAND THE THOUSAND DOLLARS AND NOT SAND DOLLARS AND DOLLARS	ollars, with interest thereon according to
LIGHT TO THE PARTY	by grantor, the time
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The date of maturity of the grantor either agree obtain and payable. Should the grantor either agree obtain the grant payable of the grantor either agree of the grantor either either agree of the grantor either e	pective of the maturity dates expressed a sale, conveyance pective of the maturity does not constitute a sale, conveyance
note of even date herewith, payable to beautify. not sooner paid, to be due and payable at maturity. The date of maturity of the debt secured by this instrument is The date of maturity of the debt secured by this instrument is becomes due and payable. Should the grantor either agree to, attempt erty or all (or any part) of grantor's interest in it without first obtain erty or all (or any part) of grantor's secured by this instrument, irrest beneficiary's option*, all obligations secured by this instrument of an either and payable. The execution by grantor of an either and payable is the security of the security in second con-	arnest money agreement
come immediately due and payable. The castor agrees:	adition and repair; not to remove or demolish any building or im- y. condition any building or improvement which may be constructed, therefor. The property; if the beneficiary therefor.
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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's tees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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 beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement affecting 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 person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver be appointed by a court, and without regard to the adequacy of any security to the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, i

to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure 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 ORS 86.753, may cure the default or defaults. It the default consists of 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 had no 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 beneficiary 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.

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 he sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable 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 fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and torever defend 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
if 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.
IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.
11 4
Sharon Lite
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is SHARON FITE not applicable; if warranty (a) is applicable and the beneficiary is a creditor
beneficiary MUST 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 41.100 / 1095
STATE OF OREGON, County of Klamath State of Oregon, County of Klamath This instrument was acknowledged before me on June 6, 1995, by Sharon Fite
This instrument was acknowledged before me on, 19, 19,
by
as
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TATE OF OREGON: COUNTY OF KLAMATH: ss.
iled for record at request of Aspen Title & Escrow the 7th

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