NC

FORM No. 881 - Oregon Trust Deed Series - TRUST DEED (Assignment Re

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THIS TRUST DEED, made this25 day of	September	, 19.95, between
Carl B. Thornton		, as Gramor,
Klamath County Title Company		, as Trustee, and
T 1 Taskala A Dugg	***************************************	as Beneficiary.

WITNESSETH:

TRUST DEED

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

Lot 1, Block 10, TRACT 1039, YONNA WOODS UNIT 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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 rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with

not sooner paid, to be due and payable at maturity ,19

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the prophecomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prophecomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prophecomes due and payable. Should the grantor interest in it without first obtaining 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 herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or assignment.

beneliciary's options, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein shall become immediately due and payable. The execution by granter of an earnest money agreements does not constitute a sale, conveyance or assignment.

To protect preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habituble condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, overants, conditions and restrictions attecting the property; if the beneficiary as or comply with all laws, ordinances, regulations, overants, conditions and restrictions attecting the property; if the beneficiary as or comply with all laws, ordinances, regulations, overants, conditions and restrictions attecting the property; if the beneficiary may require and so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require any independent of the property against loss or demanded to complete the property purposes of procure any battery and policies of insurance shall be delivered to the beneficiary as soon as insured; if the granter shall lail for any reason to procure any part thereof, may be released to granter shall or any reason to procure any part thereof, may be released to granter. Such application or excellent placed on the buildings, the beneficiary upon cure the same at granter's expense. The amount collected under any little

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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

"WARNING: 12 USC 1701]-3 regulates and may prohibit exercise of this option. \*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, TRUST DEED

•••••	CARL	В.	THORNTON
•••••			

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T.C. DAEUBLE JR. LUCINDA A. RUSS

Beneficiary

After Recording Return to (Name, Address, Zip):
KLAMATH COUNTY TITLE COMPANY
COLLECTION ESCROW DEPARTMENT **422 MAIN STREET** KLAMATH FALLS, OR 97601

County of ..... I certify that the within instru-

ment was received for record on the .... day of ....., 19....., o'clock .....M., and recorded

in book/reel/volume No.....on ..... or as fee/file/instrument/microfilm/reception No.....,

... of said County. Record of ..... Witness my hand and seal of County affixed.

MAN	E	TITLE		
Rv		Deputy		



which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less recessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by it tirst upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the banes and externey's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the banes are upon the processary and granter agrees, at its own expense, to take such actions and execute such instruments as shall be necessary and the note for endorsement (in case of tull reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (2) consent to the making of any map or plat of the property; (b) pion in grant gave exement or creating any restriction thereon; (c) pion in any subordination or other agreement allocating this deed or the lian or charge thereof; (d) and present of the rectain thereof of any matter or lates that be conveyances may be described as the "person or persons legally entitled thereto." and the rectains thereof of any matter or lates than \$5.

10. Upon any oldault by fantor hereurious the matter or lates than \$5.

110. Upon any oldault by fantor hereurious, beneficiary may at any time without notice, either in persons hereof, to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take of any other than the secure of the property, and the application of the property, and in such order as beneficiary may determine.

11. The netering upon and taking possession of the property, the collection, including reasonable attorney's few upon any indebtedness secured hereby or interest to proceed to the property, and in such order as beneficiary may determined.

11. The netering upon and taking possession of the property, the c

not lose or destroy this Trust Deed OR THE NOTE which it secures. th must be delivered to the trustee for cancellation before reconveyance will be made.

problem of the following of the contract

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and that the grantor will warrant and lorever 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, of (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.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

not applicable; if warrants as such word is defined i beneficiary MUST comply disclosures; for this purpos	tete, by lining out, whichever warranty (a) or (b) is a creditor of the fruth-in-lending Act and Regulation Z, the with the Act and Regulation by making required se use Stevens-Ness Form No. 1319, or equivalent, so not required, disregard this notice.		Menton by Dana Klisimure Attimey In Pact
	STATE OF OREGON, County of	***************************************	) ss.
	This instrument was acknowle	dged before me on	, 19
	by		
	This instrument was acknowle	déed the fore me of	, 19,
	asof	•••••	***************************************
	 M		Notary Public for Oregon
	REQUEST FOR FULL RECONVEYANCE (To be use	4.4	
deed nave been fully pa trust deed or pursuant :	is the legal owner and holder of all indebtednes aid and satistied. You hereby are directed, on p to statute, to cancel all evidences of indebtedne deed) and to reconvey, without warranty, to the	ayment to you of any sums o	wing to you under the terms of the
	ame. Mail reconveyance and documents to		

Beneficiary

FOR	LM No. 159—ACKNOWLEDGMENT B	ATTORNEY-IN-FACT.				$\Delta 1$	
	TATE OF OREGON,		)		- V		
	County of KLAMATH		} ss.		$I_{\sim}$	U	
	On this theDANA L. SISEMORE	6th d	ay of	October		995. personal.	ly appeared
wl	ho, being duly sworn (o THORNTON	r affirmed), did	say that	She is the at	torney in fact f	or CARL B.	and
	athe executed the foreiged said instrument to be (Office No. 14).  (Office No. 14).  MY COMMISSION				ful d	orincipal; and S	he acknowl-
4				5			
STAT	E OF OREGON: COUNTY	OF KLAMATH:	ss.				
		Klamath_C D., 1995 at _ Mortgages	10:18	o'clock	A M., and duly on Page2	<u>7217_</u> .	
FEE	\$20.00			Ву	Anne tte	G. Letsch, County	Clerk