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| FORM No. 881 - Oregon Trust Deed Series - TRUST DEED (APPONING DEED)   | DUE ON SALE  | COPYRIGHT 1984 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 67204  |  |  |
|--|--|---|--|--|
| NC   |  | 2466 23 Page 33540 \$   |  |  |
| THIS TRUST DEED, made this lst Darrell Devine  | day of Decem   | ber , 1995 , between  |  |  |
| Josephine-Crater Title Companies, Inc.<br>Gary E. Adkins and Joan H. Adkins, hus   |  |   |  |  |
|  | WITNESSETH:  | as Beneficiary,   |  |  |
| Grantor irrevocably grants, bargains, sells a Klamath County, Oregon, do   | "你,我们就没有一个多数的,我们们要是一个是要不要。""你们的这个人,不是一个一   | n trust, with power of sale, the property in  |  |  |
| The W 1/2 of Lot 2, Block 3, WILLIAMS in the County of Klamath , State of O  | ADDITION TO THE C  | ITY OF KLAMATH FALLS,   |  |  |
| CODE 1 MAP 3809-28CD TL 10300  |  |   |  |  |
| together with all and singular the tenements, hereditaments or hereafter appertaining, and the rents, issues and profits the property.  FOR THE PURPOSE OF SECURING PERFORM of Nine Thousand Five Hundred and no/  | thereof and all fixtures now<br>IANCE of each agreement o<br>100****   | or hereafter attached to or used in connection with   |  |  |
| (\$9,500.00)  note of even date herewith, payable to beneficiary or order not sooner paid, to be due and payable  December   | Dollars, with inteer and made by grantor, the  | rest thereon according to the terms of a promissory<br>e tinal payment of principal and interest hereof, if   |  |  |
| The date of maturity of the debt secured by this is becomes due and payable. Should the grantor either agree erty or all (or any part) of grantor's interest in it WITEM DESIGNATION all obligations secured by this instruction immediately due and payable. The execution by granassignment.   | to, attempt to, or actually s<br>************************************  | sell, convey, or assign all (or any part) of the prop-<br>More XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   |  |  |
| To protect the security of this trust deed, grantor age 1. To protect, preserve and maintain the property i provement thereon; not to commit or permit any waste of 2. To complete or restore promptly and in good and   | in good condition and repai<br>the property.   | - T   |  |  |
| damaged or destroyed thereon, and pay when due all costs 3. To comply with all laws, ordinances, regulations, so requests, to join in executing such tinancing statements to pay for filing same in the proper public office or office   | incurred therefor.<br>covenants, conditions and re<br>pursuant to the Uniform C  | estrictions affecting the property; if the beneficiary ommercial Code as the beneficiary may require and  |  |  |
| agencies as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurand damage by fire and such other hazards as the beneficiary written in companies acceptable to the beneficiary, with I   | e on the buildings now or<br>may from time to time req   | hereafter erected on the property against loss or wire, in an amount not less than FULL INS VALUE   |  |  |
| ticiary as soon as insured; if the grantor shall fail for any re<br>at least titteen days prior to the expiration of any policy of<br>cure the same at grantor's expense. The amount collected<br>any indebtedness secured hereby and in such order as benefi-<br>or any part thereof, may be released to grantor. Such appl-<br>under or invalidate any act done pursuant to such notice.   | eason to procure any such ins<br>of insurance now or hereafte<br>under any fire or other insu<br>iciary may determine, or at a   | surance and to deliver the policies to the beneficiary or placed on the buildings, the beneficiary may pro-<br>urance policy may be applied by beneficiary upon option of beneficiary the entire amount so collected,   |  |  |
| 5. To keep the property free from construction lies assessed upon or against the property before any part of promptly deliver receipts therefor to beneficiary; should t liens or other charges payable by grantor, either by direct ment, beneficiary may, at its option, make payment ther secured hereby, together with the obligations described in the debt secured by this trust deed, without waiver of any with interest as aforesaid, the property hereinbefore described ond for the payment of the obligation herein described and the nonpayment thereof shall, at the option of the ber   | such taxes, assessments and<br>he grantor fail to make pay<br>payment or by providing be<br>eof, and the amount so pa<br>paragraphs 6 and 7 of this<br>rights arising from breach of<br>libed, as well as the granton<br>, and all such payments she   | I other charges become past due or delinquent and ment of any taxes, assessments, insurance premiums, neeficiary with funds with which to make such payind, with interest at the rate set forth in the note trust deed, shall be added to and become a part of any of the covenants hereof and for such payments, r, shall be bound to the same extent that they are all be immediately due and payable without notice, |  |  |
| able and constitute a breach of this trust deed.  6. To pay all costs, tees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.  7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees   |  |   |  |  |
| mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.  It is mutually agreed that:  8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-  |  |   |  |  |
| ticiary shall have the right, if 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 1701j-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.  |  |   |  |  |
|  |  | STATE OF OREGON,  |  |  |
| TRUST DEED to a second and a second a second and a second a second and |  | County of   |  |  |
| Darrell Devine   |  | I certify that the within instru-   |  |  |
| 233 N El Dorado<br>Klamath Falls OR 97601  |  | ment was received for record on the   |  |  |
| Gary E. and Joan H. Adkins   | SPACE RESERVED<br>FOR  | atoʻclockM., and recorded in book/reel/volume Noon  |  |  |
| 2831 Lapine Ave.<br>Central Point OR 97502   | RECORDER'S USE   | page or as fee/file/instru-<br>ment/microfilm/reception No  |  |  |
| Beneficiory (1) (1) (1) (1) (1)  | i de la companya de l | Record of of said County.   |  |  |
| After Recording Return to (Name, Address, Zip):  |  | Witness my hand and seal of County affixed.   |  |  |
| Crater Title Ins. Co.<br>300 W. Main Street  |  |   |  |  |
| Medford OR 97501   |  | By  |  |  |

Deputy



which are in excess of the amount required to pay all reasonable costs, expenses and atternor's tees necessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by the paid to be proceedings, shall be paid to beneficiary and applied by the paid to be proceedings, and the balance applied upon the indebted in the trial and appollate courts, necesses, 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.

In obtaining such compensation, promptly upon beneficiary request in obtaining such compensation of this deed and the note for endorsement (in ease of lul reconveyancing to day map or plat of the property. (b) join in granting any easement or creation notes of the reconveyancing the property of the property. The grantee in any reconveyance may be described the ease of the note for endorsement (in case of lul reconveyancing to day map or plat of the property. (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 the property of the spread of the spread of the property of the spread of the spread of the property of the spread of the spread of the property of the spread of the spread of the property of the spread of the spread of the property of the spread of the property of the p

and that the grantor will warrant and forever 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:

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. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors. This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors.

In construing

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

| not applicable; if warrants such word is define | Delete, by lining out, whichever warranty (a) or (i<br>anty (a) is applicable and the beneficiary is a cre<br>of in the Truth-in-Lending Act and Regulation cr<br>sly with the Act and Regulation by making requ<br>pose use Stevens-Ness Form No. 1319, or equiva | the<br>pired<br>lent.                     | O.O.                           |
|---|--|---|--------------------------------|
| If compliance with the                          | STATE OF OREGON, County  This instrument was ack   | of  | December / ,19 <sup>95</sup> , |
|   | This instrument was ackir<br>byasof  | nowledged before me on                    |                                |
|   | OFFICIAL SEAL EARL W. YEOMAN NOTARY PUBLIC: OREGON COMMISSION NO. 014019 NY COMMISSION EXPIRES MAR. 18, 1996   | My commission expires.                    | J. Volume Public for Oregon    |
| STATE OF OREGO                                  | N: COUNTY OF KLAMATH: ss.  | in the surgery of the terms of the second |                                |

the Aspen Title & Escrow Filed for record at request of o'clock P. M., and duly recorded in Vol. A.D., 19 <u>95</u> 3:51 at on Page 33540 Morteages Bernetha G. Letsch, County Clerk
By Annette Muelles FEE \$15.00