	TRUST DEED	Valera i 😅
MTO 37AYONE		05
MTC 37000NF THIS TRUST DEED, made this	22nd day of DECMEBER	, 19. 95., between
JOANNE C. RIVERA		
	TO TEL SMARTHE COLINERY	as Grantor,
MOUNTAIN TITLE COMPANY O	E KLAMATH COUNTY	as Trustee, and
THE TRUSTEES OF THE ROLL	INS LOVING TRUST DATED JULY 18,	no Panaficiary
		as Beneficiary,
	WITNESSETH:	th nower of sale, the property in
Grantor irrevocably grants, bargains	, sells and conveys to trustee in trust, wit	in power of sale, the property in
KLAMA'IH County, Ore	STRIPPING TO A SECONDARY OF KIAMATA PO	alls, according to the
ot 401 in Block 110 of MILLS ADI	DITION to the City of Klamath Fa the office of the County Clerk	of Klamath County,
ficial plat thereof on file in	the office of the comed areas	
egon.		
	litaments and appurtenances and all other rights	thereunto belonging or in anywise now
gether with all and singular the tenements, hered	litaments and appurtenances and all other rights d profits thereof and all fixtures now or hereafter	attached to or used in connection with
e property.	EDEODE ANCE of each editement of granter he	rein contained and payment of the sum
FOR THE PURPOSE OF SECURING PERFORM THOUSAND NINE H	ERFORMANCE of each agreement of granter he UNDRED AND NO/IOULIS ***	
		annealist to the terms of a promissory
	or order and made by plantof, the little paysi	nent of principal and interest hereot, it
		or assign all (or any part) of the prop-
becomes due and navable. Should the grantor etc.	Her agree to, attempt to, or	at the beneficiery then at the
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
eneticiary's option*, all obligations secured by t	it without first obtaining the written consent or the consent of the consent of the maturity date on by grantor of an earnest money agreement** of the consent of the conse	loes not constitute a sale, conveyance or
ome immediately due and payable. The execution	this instrument, irrespective of the maturity date on by grantor of an earnest money agreement** o	nes not constitute a suc, seems,
ssignment.		
1. To protect, preserve and maintain the	property itt good condition and repairs that	move or demolish any building or im-
provement thereon; not to commit or permit any	good and habitable condition any building or in	nprovement which may be constructed,
lamaged or destroyed thereon, and pay when due	all Coats moured thereton.	Heating the property: if the beneficiary
3. To comply with all laws, ordinances, rea	guiations, covermins,	Code as the beneficiary may require and
	DI OIIICES, AS WELL AD THE	es made by filing officers or searching
idencies as may be deemed desirable by the below	it i illines many or horoster a	rected on the property meannst 1985.QL
iamage by fire and such other hazards as the be	enericiary may from this to the selection of	incurance shall be delivered to the bene-
vritten in companies acceptable to the beneficia	ly, with 1035 payable to the mark insurance and	to deliver the policies to the beneficiary
of least fifteen days prior to the expiration of an	ly policy of the matter and in	mov he annlied hy heneticiary upon
were the same at grantor's expense. The amount	contoited united and the	moficiary the entire amount so collected.
e any nart thereof, may be released to granion.	Sach application of terrain	
inder or invalidate any act done pursuant to suc	Al little.	nd other charges that may be levied or
5. To keep the property free from construction or admirat the property before an	uction liens and to pay all taxes, assessments any part of such taxes, assessments and other char we hould the transfer fail to make payment of any	ges become past due or delinquent and
remptly deliver receipts therefor to beneficiary	y part of such taxes, assessments and other char; should the grantor fail to make payment of any by direct payment or by providing beneficiary w	taxes, assessments, insutance premiums,
liens of other charges payable by grantor, entire	the second as maid with in	terest at the rate set forth in the note
ment beneficiary may, at its option, make pay	mont thereof, and the first dond	shall be added to and become a part of
ecured hereby, together with the obligations de-	scribed in paragraphs 0 and 7 of this flust deed, eer of any rights arising from breach of any of the store described as well as the grantor, shall be l	covenants hereof and for such payments, bound to the same extent that they are
with interest as aforesaid, the property nevertice	stole described, as in the second second	distaly due and pavable without notice
and the nonnavment thereof shall, at the option	Of the beneficiary, remain	
able and constitute a breach of this trust decu-	we will a state of title energy as we	ill as the other costs and expenses of the
6. To pay all costs, fees and expenses of the structure incurred in connection with or in enforce	this trust including the cost of the south a ving this obligation and trustee's and attorney's functions to affect the security right	ees actually incurred.
7 To annear in and detend any action of	proceeding purpositing	and for the foreclosure of this deed
and in any suit action or proceeding in which to	ne beneficiary of trustee may appear	and food the amount of attorney's feet
to pay all costs and expenses, including evidence mentioned in this paragraph 7 in all cases shall	of title and the beneficiary's or frustee's attorn be fixed by the trial court and in the event of an the sum as the appellate court shall adjudge reason	n appeal from any judgment or decree o nable as the beneficiary's or trustee's at-
the trial court. grantor further agrees to pay add	be fixed by the trial court and in the event of all his sum as the appellate court shall adjudge reason	
tornev's fees on such appeal.	a state and a sho right of	eminent domain or condemnation, bene-
It is mutually agreed that: 8. In the event that any portion or all o	If the property shall be taken under the right of equire that all or any portion of the monies pa	ayable as compensation for such taking

or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to this law 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 60 *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.

		STATE OF OREGON,
TRUST DEED		County of
JOANNE C. RIVERA		I certify that the within instru- ment was received for record on the
2126 ORCHARD AVE KLAMATH FALLS, OR 97601	SPACE RESERVED	at
THE TRUSTEES OF THE ROLLING LOVING T	UST RECORDER & USE	in book/reel/volume Noon pageor as fee/file/instru-
P.O. BOX 918 KENO, OR 97627 Beneficiary		ment/microfilm/reception No
After Recording Return to (Name, Address, Zip): Collection Escrow #37006-HF		County affixed.
MOUNTAIN TITLE COMPANY OF KLAMATH CO	MIX	NAME
.Klamath Falls, OR 97601		By, Deputy

51. ...



108 19 CT 18

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in souch 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 boneliciary's 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 infebtledness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creat-reconvey, without warranty, all or any part of the defination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the defination of other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the defination of the conclaims proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than 35.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtens hereby secured, enter upon and taking possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those part due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as ben

grantor and beneticiary, 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. Beneticiary 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 beneticiary, 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 notity any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneticiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneticiary and the beneticiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto except none

and that the grantor will warrant and forever 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.

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

114 #1114E33	WHEREOF, the grantor has execute			
	English Anna Charles (1997) The Charles (1997)	manua 2-	O Rive	TH.
not applicable; if warranty as such word is defined in beneficiary MUST comply v	te, by lining out, whichever warranty (a) or (b) is (a) is applicable and the beneficiary is a creditor the Truth-in-Lending Act and Regulation Z, the with the Act and Regulation by making required use Stevens-Ness Form No. 1319, or equivalent.	JOANNE C. RIV	VERA	
If compliance with the Act i	s not required, disregard this notice.	KLAMATH		•••••••••••••••••••••••••••••••••••••••
	STATE OF OREGON, County of This instrument was acknowled by JOANNE C. RIVERA	edged before me on	December 22	, 19,
-,		edged before me on		-
Carrente arterio	CONSTRUCTOR CONTRACTOR	······	••••••	••••••
NOTAR COMMI	FFIOPAL SEAL ELEN M. FINK Y PUBLIC - OREGON SSION NO. 014766		NM INK	
	NEXPIRES APR.20,1998	Ty commission expires .	Notary Publi April 20, 199	ic for Oregon 6
STATE OF OREGON: O	COUNTY OF KLAMATH: ss.			
Filed for record at reque	st of <u>Mountain Title Compa</u> A.D., 19 95 at 11:11	ny o'clockA_M., and	the 27th	
politika je na projektora. Politika je		on Page <u>35</u>	<u> 176</u> .	
FEE \$15.00	and the second of the second o	Berne	tha G. Letsch, County Ci	lerk
			(\