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(15 (Grantor,	FIRST A	MERICAN	TITI	<u> </u>	
HA	ROLD EL	LIOT				, as Trustee, a
cs B	Beneficiary,	· · · · ·			-	
דע	Grantor	irrevocabl	y grants,	bargai	s, sells, and	ESSETH: conveys to trustee in trust, with power of sale, the prop elas:
LO SN	F 15 IN FILE IN	BLOCK 1 N THE OI	OF LIT	TIE R	IVER RANCH,	ACCORDING TO THE OFFICIAL PLAT THEREOF
4.3		NT NO. 2		18 g 4 s 2 s		C OF KLAMATH COUNTY, OREGON.
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Q.,						[17] 《魏代·王》》》:"我们的一个人,我们不是不是一个人。" "我们,我们是我们的,我们就是我们不是一个人,我们不是一个人。" "我们,我们,我们就是我们就说"了,你们,我们们不是一个人。"
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FO THEN	OR THE PUF NTY-SIX	RPOSE OF SI THOUSAN	ECURING PL	EKI ORI / H JNI)	ANCE of each ager ED FIFTY D	e ment of grantor herein contained and payment of the sum of
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To pay all cost:, fees and expenses of this trust including the incurred in connection with or in enforcing this obligation and trustee's and atomey's fees; the amount of atomey's fees arctally 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 my suit, action or proceeding in which the beneficiary or trustee; and in the surgers including any suit for the forceloure of this deet acomed at a speels incurred. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or tr

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1999 (Mar 1997)

nek under austrikenen. Anderstättigenen under 9. At any time and from time to time (up)) written request a beneficiary, payment of its fees and presents ion c fiftis deed and its note for endors ment (in case of full recomy ymx s, for cancellation), without affecting the liability of any person for he payment of its indebtedness, trustee may (a) consent to the in this of any map or plit of said property; (b) join in granting any (aser) at or creating any estimation thereon; (c) join in any subordination (c) dotter agreement warranty, all or any person for he granted to the interval of the model of the property. The grante in a procenvey, without warranty, all or any part of the property. It is granted in a procenvey without warranty, all or any part of the property. It is grantes in a proconveyance may be described as the "person or persons legal" mitiled thereto", and the recitals therein of any in iters or facts shall be conclusive proof of the truthfuless therw f. It uses's fees for any of the services mentioned in this paragraph shall be to less than \$5. 10. Upon any default by grantor hereury (c) is a receiver to be uppointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secure1, en er upon and taks possession of said property or any part thereol, in is own name sue or otherwise collect the rents, issues and profits, inclu ling those past due und unpaid, and apply the same, less costs and expenses of operation any indebtedness secure hereby, and in such order is beneficiary may determine.

indebtedness secured hereby, and in such order is beneficiary may determine. 11. The entering upon and taking posselsion of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or award: for any taking or lamage of the property, and the application or releast thereof as inforesaid, shall not cure or waive any default or notice. 12. Upon default by grantor in paynent of any indebtedness, secured hereby or in his performance of any agreement hereunder, ime being of the essence with respect of such payment and/or performance, the beneficiary may declare all sun secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust dead in equity as a montgage or clirect the trustee to foreclose it is trust deed by advertisement and sale, or may direct the trustee by pursue any other ight or renedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to fice a such to to sell the sail election the sumericary or the trustee shall exect a and cause to ba-iceorded his written notice of default and bis elect on to sell the sail elescible real property to satisfy the ob igate a secured hereby wherepon the instee shall fix the time and blace: of sale, give notice thereof as then required by law and proceed to fore the sub-its trust deet in the manner provided in ORS 86.735 to 86.715.

13. After the trustee has commenced for sclora re by advertiseme at and sale, and at any time prior to 5 days b for: he date the trustee

conducts the sale, the grantor or any other person so privileged by ORS'86.753, may sure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by prying the entire amount due at the time of the cure other than such purtion as would not then be due had no default occurred. Any othat 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 truste's and attorney's fees not exceeding the amounts provided by law.

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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 truste's and attorney's fees not exceeding the amounts provided by law.
I.4. 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 said sale may be postponed as provided by law. The trustee may sell said 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.
I.5. When trustee sells pursuant to the powers provided herein, the odder of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
I.6. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee and duties conferred upon any trustee herein named or appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all tide, powers and duties conferred upon any truste herein named or appointed in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointent of the successor trustee.
17. Trustee accepts this trust when this deed, duly executed and accession trustee.
18. The successor trustee is a atomic or to counties in which the property is situated, shall be a party unless such appointment of proper appointment of the successor trustee.

The grantor covenants and agrees it and with the bineficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

Trust Deed of record recorded Septemble: 5, 1995 in Volume M95 Page 23913, which herein beneficiary remains full; liable for.

and that he will warrant and forever defeat the same again st all persons whoms oever.

The grantor warrants that the ploce is of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal family or hous hold purposes (see Important Notice below), (b) for an organization, or (even if y antor is a natural person) are for business or commercial purposes.

This dead applies to, inures to the b mefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assign. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured herely, whether or not remed as a beneficiary herein. In construing this deed and whenever the context so requires, the masculing get der includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said granter has hereunted et his hand the day and year first above written.

MPORTANT NOTICE: Delete, by lining ci t, wh chever warranty () Source) is not applicable; if warranty (a, is applicable and h seneficiary is a creditor as such word is defined in h fruth-in-Lending Act and Regulation 2, the beneficiary MLS comply with the Act and Regulation by making require disclosures; for this purpose use Stevens Nets Form No. 1319, (equivalent. If compliances with the Act k not required, disregur his notice.

DEAN MCINTIRE ANY MCINTIRE

19849 STATE OF CREGON County of DESCHUTES }ss. BE IT REMEMBERED, That on this 2ND 19 96 before me, the day of undersigned, a Notary Public in and jor : 4 id County and State, personally appeared the within named. DEAN MCINTIRE AND AMY MCINTIRE known to me to be the identical individuals_ described in and who executed the within instrument and acknowledged to THEY _executed the san e freely and vel intarily. me that IN TESTIMONY WHEREOF, I have hereunto set in hand and affixed my official seal the day and year last above written. 1.14 359 55 OFFICIAL SEAL NOTARY PUBLICI OR I JON COMMISSION N(), 0 # 164 My Commission expires___ SION EXPIRES AL 11 REQUEST FC.5 FULL RECONVEYANCE To be used only wix n obligations have been paid. TO: . , Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed which are delivered to you herewith a gether with sail trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deal the estate now led by you under the same. Mail reconveyance and documents to DATED: Beneficiary Do not lose or destroy this Trust Det d CF. THE NOTE while it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON. Klamath **}**ss. County of_ DEAN MCINTIRE I certify that the within instrument was P.O. BOX 2611 received for record on the_ <u>3rd</u> LA PINE, OR 97739 1<u>996</u>, at day of_ July Ganicr 1:28 _o'clock __ PM., and recorded in HAROLD FILIOT book/reel/volume No. M96 on Spax a Reserved page 19847 page <u>19847</u> or as fee/file/instru-ment/microfilm/reception No. <u>20836</u> P.O. BOX 413 For LA PINE, OR 97739 Rec ander's Use Beng icica y Record of Mortgages of said County. Witness my hand and seal of County affixed. FUST ANERICAN TITLE CO. OF DESCHUTES COUNTY Bernetha G Letsch, County Clerk P.C. BOX 4620 Name Title SUNITIVER, OR 97707 Fee \$20 00 Deputy Fage 3 of 3