MTC 4050 KA TRUST DEED Vol. <u>M91</u> Page 4742

AMACHE T KUCLER ASSCCATES FIRANCIAL SERVICES CONDANY OF OREODE, INC. ASSCCATES FIRANCIAL SERVICES CONDANY OF OREODE, INC. ASSCCATES FIRANCIAL SERVICES CONDANY OF OREODE, INC. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Bornel Control of County, Oregan described as County, Or	THIS TRUST DEED, mi	de this: 12TH	11.000	day of	FEB .1997
ASSOCIATES FIRENCIAL SERVICES CONDANY OF OREGON, INC. as Bindeliney. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon, described six The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2. Firest ADDITION TO TONATE HOMES, according to the County, Oregon. The Property of the Southwesterly 10 feet and feet		的网络美国特别的特别的特殊的基础的 1000mg 1000mg 1000mg 1000mg 1000mg 1000mg 1000mg 1000mg 1000mg	iniiriilbatus ar ar Alfallassi, saa	SEPTIME TO SEE THE SECTION OF THE SE	as Grantor,
Beneficiary, Grainfor inevocably grains, begains, sels and conveys to trustee in inust, with power of sale, the property in		sitle			, as Trustee, and
Grantor invovosibly greats, bargains, solls and conveys to flustes in host with power of tale, the property in KLAMATH County, Oregan, described as: The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2, FIRST ADDITION TO TONATEE HOMES, according to the official plat flererof on file in the office of the County Clerk of Klamath County, Oregan. Which read property is not currently used for a greatment these or proving purposes, logather with at and singular the binnements, horadisaments and season of the county	ga ti yaq pele lijilgi	estropia stud (1964). Sest of tellanders from Section (Language Section (1964).	- Helic sixto out		
The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Black 2, FIRST ADDITION TO TONATEE HOMES, according to the official plaf thereof on file in the office of the County Clerk of Klamath County, Oregon. Which had properly in not currently used to agricultural limber of grazing purposes, logether with all and singular the binements, hereditaments and property in not currently used to agricultural limber of grazing purposes, logether with all and singular the binements, hereditaments and property in not currently used to agricultural limber of grazing purposes, logether with all and singular the binements, hereditaments and property in not currently used to agricultural limber of grazing purposes, logether with all and singular the binements, hereditaments and property in not currently used to agricultural limber of grazing purposes, logether with all and singular the binements, hereditaments and enterther of the purpose of securing; (i) Payment of the indebtedness in the principal sim of § 36.407.95 and all other lewful charges evidenced by a loan agreement of even date herewish, made by grazinor, payable to the order of barebelary at all times, in monthly payments, with the full debt, if not paid sarrier, due and psychia on 0.2.4.20.112 and any extensions thereot. (ii) performance of securing; (i) Payment of the indebtedness in the principal sim of § 36.407.95 and all other lewful has a full times agreement of grazine herein contained. (b) payment of all sums accorded or salvanced by beneficiary under or pursuant to the terms hereot, logether with insense at the noise raise through a supplication of the security of this trust dead, granter agreed. To protect the security of this trust dead, granter agreed. To protect the security of this trust dead, granter agreed. To protect the security of this trust dead, granter agreed and workmankerments and protect agreed to the security of	en independent for drafts		CHO ATTACAMANTA	TT AMATH.	
The Northeasterly 10 feet of Lot 3 and the Southwesterly 55 feet of Lot 4, Block 2, FIRST ADDITION TO TONATE HOMES, according to the County Clerk of Klamath County, Oregon. White the propriy is no surrowly used to agricultural, timber or grazing purposes, together with all and singular the tensements, hereditaments and opportunements and eighter rights those unto belonging or in anywise now apparating, and the rank, issues and profits thereof and all futures now attached to or used in commodition with said rise elistics. For the purpose of security; (1) Payment of the indebtedness in the phrocipal saim of \$\frac{1}{3} \leq 4.07.95\$ and all other lewful charges evidenced by a loan agreement of own date herewith, made by grantor, payable to the credit of barredisary at all times, in monthly payments, with the full debt, if not past earlier, due and payable on \$\frac{1}{2} \sqrt{2} \sqrt{2} \sqrt{2}\$. (2) performance of each agreement of grantor here no \$\frac{1}{2} \sqrt{2} \sqrt{2} \sqrt{2}\$. and one of the lewful charges evidenced to the search because of the root rate thereof. (3) performance of each agreement of grantor here no \$\frac{1}{2} \sqrt{2} \sqrt{2} \sqrt{2}\$. and one of \$\frac{1}{2} \sqrt{2}		South the self-state of the self-self-self-self-self-self-self-self-			
which real property is not currently used for agricultural, timber or grazing purposes, logether with all and singular the tanaments, hereditaments and appurtenances and all other rights thereunts belonging or in anywise now appertaining, and the rents, insues and profits thereof and all futures now attached to or used in connection with said real estates: For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$\frac{36.407.95}{36.407.95}\$ and all other lawful charges evidenced by a loan agreement, of even date herewith, made by grantor, psyable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and psyable on \$\frac{02.2012}{20.12}\$, and any extensions thereof. (2) performance of each agreement of grantor herein contained, (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the notor rate thereon. To protect the security of this trust dieed, grantor egrees: 1. To keep said property in good condition and regarders of the complete or restore promptly and in good and vorkmentile/mithria? (in) building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to complywith all laws affecting said property or requiring any attentions or improvements to be made thereon, not to commit or perith varies thereof, not to commit or perith varies thereof not be committed by the responsibility to be reasonably hecessarly, the specific enumerations herein not excluding the general. 2. To provide, mayinta mad (see the improvements now existing or hereinather erected on the permises acceptable to Beneficiary and nother hazards and perits included within the scope of a standard extended coverage endorsement, and such other hazar	The Block of fice Court	Northeasterly 10 feet of Lot 3 t 2, FIRST ADDITION TO T al plat thereof on file in the city, Oregon.	office of the	INITIAL ALCOIUME TO MIC	
which rieal property is not currently used for agricultural, limber or greaming purposate, rogerals were as all other rights thereunds belonging or in anywise now appertixining, and the rents, issues and profits thereof and all fatures now appertixing, and the rents, issues and profits thereof and all fatures now appertixing, and the rents, issues and profits thereof and all fatures now appertixing, and the rents, issues and profits thereof and all fatures now appertixing, and the rents, issues and profits thereof and all other lawful charges evidenced by a boan agreement of even date herewish, made by grantor, psyable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and psyable on 02/20/12 and any extensions thereof. (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon. To protect the security of this trust deed, grantor egrees: 1. To keep eald property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanite/mainer and the psy building which may be degreeted, diamaged or destroyed thereon and to pay when due all claims for labor performed and workmanite/mainer and property in good condition and respect to commit, suffer or perint under the property in violation of the acts which from the commit or perint weats thereof; not to commit, suffer or perint under under the property in violation of the acts which from the commit or perint waits thereof; not to commit, suffer or perint under the property in violation of the acts which from the commit or perint waits thereof; not to commit, suffer or perint under the property or provide, maintain and keep the improvements now extenting or hereinafte, recreted on the praintees and beneficiary and to the hereinafte and property in the property or perint provided and the propert	A Constitution of the constitution of the cons		FDE (Street, as a net)	Hill And Audientical President Control	
For the purpose of securing: (1) Payment of the indebtedness in the principal sim of \$\frac{3}{2}\$ and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due end payable on \$\frac{1}{2}/20/12\$. and eny extensions thereof. (2) performance of such agreement of grantor herein contained. (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon. To protect the security of this trust died, grantor agrees: 1. To keep eald peperty in good condition and repair not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanifer matries by building, which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and workmanifer matries by building, which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereof; to comply with all faves effecting and property or requiring any alterations or improvements to be made thereon; not to commit or perfit wester thereof; to comply with all faves effecting and property or requiring any alterations or law, and do all other acts which from the character or use of sight property may be researched by the expectic enumerations herein not excluding the general. 2. To provide, maintain and keep the improvements now existing or hereinather, eracted on the premises insured against loss or damage by fire and other hazards and prints included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such proceeds to sendicary may require, in such amounts and for such periods as Beneficiary may require, in such amounts and for such proceeds toward payment of the note shall not extend or postpone the due date of monthl	spourtonenege and all	not currently used for agricultural, timber other rights thereunto belonging or in an	or grazing purpos ywise now apper	is, together with all and singular the tene aining, and the rents, issues and profits t	ments, hereditaments and nereof and all foctures now
by a loan agreement of even date herewith, made by granter, psychola of the Control of the Contr					
not paid earlier, due eind payable on 02 / 20 / 12 and any extensions thereof. (2) performance of each agreement of grantor hierein containing. (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon. To protect the security of this trust deed, grantor agrees: 1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanilier makiner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and workmanilier makiner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comprise the secondary forcessanty, the specific enumerations be round to law, and do all other acts which from the commit or perful twate, thereof, not to commit or perful twate, the property may be reasonably necessary, the perful and the scale of the perful the scale of the scale of the perful the scale and called the perful the scale of the perful the scale of the perful the scale of the perful the per	For the purpose of	securing: (1) Payment of the indebtedness of even date herewith, made by grantor, p	s in the principal s ayable to the ords	of beneficiary at all times, in monthly pay	
To protect the security of this trust deed, grantor agrees: 1. To keep eadl property in good condition and repeats not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike mainer any building, which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon; not to commit or permit wates thereon; not to commit, stiffer or permit used to thereon; not to commit or permit wates thereon; not to commit, stiffer or permit used to thereon; not to commit or permit wates thereon; not to commit, stiffer or permit used to thereon; not to commit or permit wates thereon; not to commit, stiffer or permit wates thereon; not to commit or permit wates thereon; not to commit or permit wates thereon; not to commit, stiffer or permit wates the thereon; not to commit or permit wates thereon; not to commit or permit wates thereon; not to commit or permit wates the thereon; not to commit or permit wates the thereon; not to commit or permit wates the thereon; not compare the control of the permit of the character or use of still property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and keep the improvements now existing or hereinatheir errected on the permisses insured against loss or damage by fire and other hazards and primits included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary and require, and in an insurance company or insurance companies acceptable to Beneficiary. Grantor hereby insurance policious and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form, acceptable to Beneficiary. Grantor hereby confers full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and except not an expense of the Beneficiary or the proceeds toward payment of the note shall not accept any application of such proceeds toward	not paid earlier, due a	nd payable on <u>02/20/12</u>	: and any exter	sions thereof,	
To protect the security of this trust died, grantor egrees: 1. To keep and property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike/mainer any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all faws affecting said property or requiring any alterations or improvements to be made thereor; not to commit or permit weste thereof; not to commit, stiffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of stull property may be reasonably macessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and keep the improvements now existing or hereinantic erocted on the premises insured against loss or damage by fire and other hazards and plurils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, and in an insurance ompany or insurances companies acceptable to Beneficiary. As the standard extended coverage endorsement, and such other hazards as Beneficiary may require, and in an insurance policies and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptable to Beneficiary. Cannot hereby insurance policies and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptable to Beneficiary. Or any paying payable thiereunder, and, at Beneficiary's option, to apoly same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note. 3. To pay all costs, fees and expenses of this trust including the cost of title tearch as well as other costs and expenses of the trustee including the costs of title tearch as well as other costs a	(2) performance of eu	ch agreement of grantor herein contained there with interest at the note rate thereon.	占; (3) payment of	all sums expended or advanced by benef	iciary under or pursuant to
3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with orientoring this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in end defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee mey appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If Grantor fails to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, that shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and inay bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatioever. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and disposition of processes of fire	To protect the section. 1. To keep said proper and workmanlike mail and materials furnish commit or permit was character or use of sit. 2. To provide, mail other hazards aird printer such amounts and insurance policies are confers full power checoming payable throte. Any application	ority of this trust deed, grantor agrees; operty in good condition and repair, not to iner any building which may be constructed therefor, to comply with all laws affecting the thereof, not to commit, suffer or permitd property may be reasonably necessary, nation and keep the improvements now existing included within the scope of a standard for such periods as Beneficiary may required renewals shall designate Beneficiary as a Beneficiary to settle and compromise	ad, damaged or dig said property or it any act upon sit the specific enum sting or hereinafted extended coverare, and in an insurmortgage loss pall loss claims or any actions of the second of the second or any actions of the second or action or actions of the second o	requiring any alterations or improvements id property in violation of law; and do all terations herein not excluding the general, eracted on the premises insured against ge endorsement, and such other hazards unce company or insurance companies ac yee and shall be in a form acceptable to all such policies; to demand, receive, a other the restoration or repair of the pre-	to be made thereon; not to other acts which from the loss or damage by fire and as Beneficiary may require, ceptable to Beneficiary. All Beneficiary. Grantor hereby ind receipt for all proceeds mises or the payment of the
proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If Grantor fails to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, that shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.	3. To pay all cost connection with or e	forcing this obligation, and trustee's and a	morney's tees acti	lecurity hereof or the rights or powers of t	eneficiary or trustee; and to
6. If Grantor fails to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of processes of fire or other insurance.	proceeding in which	beneficiary or trustee may appear.	es or assessmen	is affecting the property; to pay when due	
7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to be reficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of processes of fire or other insurance.	6. If Grantor fails procure insurance, a necessary to pay su shall be an addition payable immediately lesser of the rate strincur any expense c	to perform the covenants and agreement protect against prior liens, Beneficiary of taxes, procure such insurance, or other obligation of Beneficiary secured by this by Grantor upon notice from Beneficiary sted in the note or the highest rate permiser take any action whatsoever.	nts contained in t may at its option, rwise to protect B Trust Deed. Unla	ils Trust Deed, including, without limitation in the shall not be required to, disburse such eneficiary's interest. Any amount disburs as Grantor and Beneficiary agree otherwishing bear, interest from the date of disburs	ed by Beneficiary hereunder se, all such amounts shall be sement by Beneficiary at the
THE WALL COMPANY OF OPEGON, THE	7. Any award of a	lamages in connection with any condemna eficiary who may apply or release such m	ation for public use conies received by	of or injury to said property or any part the it in the same manner and with the same	ereof is hereby assigned and effect as above provided for
Deliver to ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.		ASSOCIATES FINANC	CIAL SERVIC	S COMPANY OF OREGON, INC	
3926 SOUTH SIXTH STREET KLAMATH FALLS, OR 97603	3926	SOUTH SIXTH STREET K	LAMATH FA	LS, OR-97603	

4743

- 8. Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the alequacy of any security for the indebtedness saccured, enter upon and take possession of the property or tiny part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.
- 10. If after default and prior to the time and date set by trustee for the trustee's pale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 12. After a lawful larse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful feet of the trustee and the reasonable feet of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. 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 hereinder.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real properly and has valid unencumbered title thereto and that he will warrant and forever defend the same against all persons whoms never

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their here, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plurating.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written. Mu Andreas de la company DANIEL F. Vincial controller description of the Surger as indecided althou OFFICIAL SEAL Adding male is t (1), 64 as Albert Hombert or STATE OF OREGON er et upp en de paragrafia alla ette generali de la paragrafia de la parag JAMES A. SOWLES 20:24:15:51:012.6 NOTARY PUBLIC-OREGON กลัง (ค.ศ.ม. สถาประวัติ COMMISSION NO. 052689 MY COMMISSION EXPIRES MAR. 28, 2000 KLAMATH The state of the second state of the s Personally appeared the above named Daniel F. Kugler his acknowledged the foregoing instrument to be voluntary act and deed My commission expires:_ in the tent of this continue REQUEST FOR FULL RECOIVEYANCE.
To be used only when obligations have been paid. STATE OF OREGON: COUNTY OF KLAMATH: Hashidh Bargar **Amerititle** the Filed for record at request of o'clock A. M., and duly recorded in Vol. A.D. 19 97 at 11:19 Mortgages on Page \$15.00 FEE

27649