Vol. M97 Page 10892

'97 APR 11 P3:47

JOHN A. KEPPINGER and RONDA L. KEPPINGER 93902 KNOK LANE GOLD BEACH, OR 97444 Grantor LEO U. KEPPINGER AND ANGIE KEPPINGER 4142 SW 41ST PLACE PORTLAND, OR 97221

Beneficiary After recording return to: ESCROW NO. MT41098-MS Leo U. Keppinger 4142 SW 41st Place, Portland, OR 97221

TRUST DEED

THIS TRUST DEED, made on APRIL 2, 1997, between JOHN A. REPPINGER and RONDA L. REPPINGER, husband and wife, as Grantor, AMERITITIE , as Trustee, and LEO U. KEPPINGER AND ANGLE KEPPINGER, or the survivor thereof, as Beneficiary,

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

LOT 8 IN BLOCK 1 OF TRACT NO. 1009, YONNA WOODS, ACCORDING TO THE OFFICIAL FLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

TOGETHER WITH A 1973 CONCORD MOBILE HOME, PLATE #X87686.

together with all and singluar 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

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereuno belonging or in anywise now or hereafter appertanting, and the rents, issues and profits thereof and all fixtures now or hereafter appertanting, and the rents, issues and profits thereof and all fixtures now or hereafter attacked to or used in connection with the property. FOR '1HE PURPOSE OF SECURING PEPFORMANCE of each agreement of grantor herein contained and payment of the sum of seconding to the terms of a promissory note of even date herewith, payable to beneficiary or profer and made payable by grantor, the first of the control of

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, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it dirst upon any such reasonable costs and expenses and attorney's fees, both in the trial and applatele courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the necessary in obtaining the process of the process. It is own expense, to take such actions and exceute such instruments as shall be necessary in obtaining the process of the process. It is own expense, to take such actions and execute such instruments as shall be note for endorsement (in case of full reconveyances, for cancellation), without affecting the lindbitiod of the process. The process of the indebtodness, trustee may (a) consent to the making of any more or plat of said property. (b) that of any person for the person or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien of charge-ment (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the 'person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthulness thereof. In the property of the property

their interests 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.

16. Beneficiary 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 beneficiary, 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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, buich cost may be added to grantor's contract or loan balance. If it is so added, t

In construing this mortgage, it is understood that the mortgagor or mortgagee may 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, said grantor has hereunto set his hand the day and year first above written.

MARJORIE A. STUART
MARJORIE A. STUART
NOTARY PUBLIC OREGON
COMMISSION NO. 040231
MYCCAMISSION EXPIRES DEC. 20,1598 STATE OF __Oregon _, County of Klamath This instrument was acknowledged before me on JOHN A. KEPPINGER and RONDA L. KEPPINGER $\,\hbar$ April 11 My Commission Expires 12-20-98 Public

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REQU	EST FOR FULL RECONVEYANCE (To	be used only when obligations have been pa	ud)
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sed have been fully parties to deed or pursuant to be the control of the control of the control of the seld by you under the your your your your your your your your	d and satisfied. You hereby are directed, statute, to cancel all evidences of indebte ced) and to reconvey, without warranty, to the Mail reconveyance and documents to	on payment to you of any sums owing to you of any sums owing to you of any sums owing to you oness secured by the trust deed (which are to the parties designated by the terms of the control of the cont	sums secured by the tou under the terms of delivered to you herever trust deed the estate r
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