KRX JUNE

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THIS TRUST DEED. made on day ο£ CHRIS MORRIS and DAWN R. MORRIS, husband and wife , as Grantor,

1997 , between

KEY TITLE COMPANY, an Oregon Corporation

as Trustee, and

PARROTT and LORAIN E. BURNETT, as tenants by the entirety, as Beneficiary, JESSE B. WITNESSETH:

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

THE N1/2 N1/2 SE1/4 SE 1/4 OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

together with all and singular 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 with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **FORTY NINE THOUSAND TWO HUNDRED FIFTY FIVE** Dollars, with interest

property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then at the beneficiary's approval and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary will loss payable to the latter; all policies of insurance shall be delivered to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now recall be delivered to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary at least fifteen days prior to the expiration of any policy of insurance shall be delived to an advantage and the property before any part of such taxes, assessmen

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are

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: 12USC 1701j3 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.

| TRUST DEED | STATE OF OREGON, | lss. |
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| | County of | } |
| 在 19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | I certify that the within instru | iment |
| CHRIS MORRIS and DAWN R. MORRIS | was received for record on the | day |
| 455 SE MAY CT | of, 19 | |
| SHERWOOD, OR 97140 | at o'clock M., and reco | orded |
| Grantor | in book/reel/volume Ne. | on |
| JESSE B. PARROTT and LORAIN E. BURNETT | page or as fee/file/ins | stru- |
| PO BOX 2159 | ment/microfilm /reception No. | |
| LAPINE, OR 97739 | Record of Mortgages of said County | <i>r</i> . |
| Beneficiary | Witness my hand and seal of | |
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| After recording return to | | |
| WTW THIP A PANKALLIA TO A CONTRACT | | |
| KEY TITLE & ESCROW COMPANIES | l | |
| 162 H.W. GREENWOOD . P.O. BOY 6178 | By De | puty |
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BEND, OREGON 97708 27-26170

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 first upon any such reasonable costs and expenses and attorney's fees, both in the triad and appellate courts, necessarily paid or incurred by beneficiary in such 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 beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the role for endorsement (in case of full reconveyances, for cencellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or consense of the application of the payment of the making of any map or plat of said property; (b) join in granting any easement or persons legally entitled thereto, and the recitals therein of any matters or facts shall be concerned as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be concerned as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be concerned as the recital shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver be appointed by a court, and without regard to the adequacy of any security for the indebtedness thereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rests, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation as hereby secured by a soft and an

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 seized in fee simple of the real property and has a valid, unencumbered title thereto

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:

(a) primarily for grantor's personal, family, or household purposes [NOTICE: Line out the warranty that does not apply]

(INTAGEMENTALE AND ALMES AND ALME James C. Morra \mathbb{W} 11 W MORRIS STATE OF OREGON, County of DESCHUTES

This instrument was acknowledged before me on By. CHRIS MORRIS and DAWN R MORRIS OFFICIAL SEAL
EVELYN M. MENDERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 026417 Notary Public for Oregon My Commission Expires 7-25-97 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid) TO: . Trustee

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Klamath County Title
A.D., 19 97 at 11:49 o'clock Filed for record at request of 10th June of A. M., and duly recorded in Vol. M97 Mortgages on Page 17726 Bernetha G. Letsch, County Clerk \$15.00 FEE Ву Keetlun 1000