	화 수 없는 것을 알 못 못 하는 것 같아요. 가지 않는 것 같아요.	a roman
Weshington 39123	MTC 41706 VO	1_ <u>m91</u> Page 18004
AFTER RECORDING RETURN TO: Washington Mutual	સ્ટર્જ ઉત્પ્રદેશના દેશ્ <sup>4</sup> પૈતાને કે કે કે કે પૈતાને પ્ર <sub>દ</sub> ે ર્યુ	OREGON USE ONLY
Loan Servicing		
PO Box 91006 - SAS0307		
Seattle, WA 98111		
Attention: Vault	000000600 0	
THIS DEED OF TRUST is between	DO0988602-9	S.C. EIDERSYMA TH
	PATRICK C AND ANNETTE MCMACKIN, ENTIRETY	AS TENANTS IN
whose address is 1527 KANE ST	KLAMATH	FALLS OR 97603
("Grantor"); AMERITITLE	o OREGON	corporation, the address of
which is 222 SOUTH 6TH ST KLAMATH	H FALLS, OR 97601	, and its successors in trust
	hington Mutual Bank , a Washin	gton corporation, the address of which is
1201 Third Avenue, Seattle, Washington 98101 (*	Seneticiary*).	
	rgains, sells and conveys to Trustee in trust, with p	
KLAMATH County, Oreg	on, described below, and all interest in it Grantor	sver gets:
SEE ATTACHED HERETO AND MADE A	LEGAL PART THEREOF	
eteretereteretereteretereteretereterete		
$\dot{\mathbf{U}}$ . The second		
Conther with: all income, rents and profits from it; blinds, drapes, floor coverings, built-in appliances, a all of which at the option of Beneficiary may be con All of the property described above will be call Beneficiary, as secured party, a security interest is Grantor and Beneficiary.	ad the "Property." To the extent that any of the P	t of the real estate.
This Deed of Trust shall constitute a fixture filin 2. Security This Deed of Trust is given to security	g. ure performance of each promise of Grantor contai	ned herein, and the payment of
This Deed of Trust shall constitute a fixture filin	g. ure performance of each promise of Grantor contai	
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7. Defaults: Sale (a) Prompt porformance under this Deed of Trust is essential. If Granter doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other monay whose repayment is secured by this Deed of Trust shall immediately become due and payable in full at the option of Beneficiary. If Granter is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day erpayment in full is demanded, including unpaid interest, will bear interest at a rate of fifteen percent (15%) per year (the "Default Rate") from repayment in full is demanded until repaid in full, and, if Beneficiary so requests in writing, Trustee shall sell the Property in accordance with Oregon law, et public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the with Oregon law, et public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall exply the proceeds of the sale as follows: (i) to the surplus, if any, shall be distributed in accordance with Oregon law. (b) Trustee shall deliver to the purchaser at the sale is dead, without warranty, which shall convey to the purchaser the interest in the Property which Grantor subsequently acquired. Truste's dead shall recit the facts showing that the sale was conducted in compliances of such compliance in favor of bona fide purchasers and encumbrancers for value. (c) The power of sale conferred by this Deed of Trust is not en exclusive remedy. Beneficiary may cause this Deed of Trust to be foreelesed as a mortage or sue on the Note according to law. Beneficiary may cause this Deed of Trust to be prompt payment of any gramment of a receiver and/or exercising the rights of a source perty under the Uniform Commercial Code. (c) The power of sale conferred by this Deed of Trust is not en e

8. Condemnation; Eminent Domain In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the antire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto.

9. Faes and Costs Grantor shall pay Baneficiary's and Trustee's reasonable cost of searching records, other reasonable expanses as allowed by law, and reasonable lawyers' fees: in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code, in any bankruptcy proceeding, and on any appeal from any of the above.

10. Reconveyance Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto.

by benenciary or the person entured instruct. 11. Trustee; Successor Trustee in the event of the death, incepacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Dead of Trust is recorded, the successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Dead of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other dead of trust or of any cotion or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

proceeding is brought by the Trustee. 12. Miscellaneous This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust, but the Deed of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision sheld to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACOURING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED at Klamath Falls	Oregon	this <u>7th</u>	day of	•			
		Patrich	chichia	chi			
STATE OF Oregon		A	11/2 11/2	11			
COUNTY OF Klamath	88.	Ami	the MENTIC	254			
On this day personally appeared before ma	600 ST						
		, to me known to l	be the individuals described	in and who executed			
ANNETTE MCMACKIN the within and foregoing instrument, and acknow	ledged that they t	signed the same as their fro	ie and voluntary act and d	eed, for the uses and			
purposes therein mentioned.		<i>wh</i>	1400	, 19 97 .			
WITNESS my hand and official seal this	72	day c	1 June	. 13 17 .			
OFFICIAL SEAL		anny	us a falm	4			
JENNIFER A PALMER		Notery Public for	Öregon				
NOTARY PUBLIC-OREG	NG 1	760	55 Shasta Way	K. Falls			
INY COMMISSION EXPIRED JAN I	0.2011	residing at	15 Unight Way	/			
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TO: INUSIEC			the she within Door	I of Trust. Said Note,			
The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, tegether with all other indebtedness ecoured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sume ewing to you under the terms of this Deed of Trust, to cancel the Note above mentioned, and ell other evidences of indebtedness accurad by this Deed of Trust together with the Deed of Trust, and to convey, without warranty, to the percise designated by the terms of this Deed of Trust, all the estate now held by you thercurder.							
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## EXHIBIT "A" LEGAL DESCRIPTION

All of that portion of Lot 40, FAIR ACRES SUBDIVISION NO. 1 in SE1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the East line of said Lot 40, said point being the Southeast corner of a tract conveyed to Henry J. O'Brien and wife, by deed recorded July 9, 1957 in Book 293 at page 8, Deed Records of Klamath County, Oregon, said point being 208.8 feet South of the Northeast corner of said Tract 40; thence South along the East line of said Tract 40 a distance of 70 feet; thence West 173 feet to a point that is East 140 feet from the West line of said Tract 40; thence South 20 feet; thence West 140 feet to the West line of said Tract 40; thence North 90 feet; thence East 313 feet to the point of beginning, SAVING AND EXCEPTING 5 feet taken for Kane Street.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed fo	or record at request June	Amerititle the <u>leth</u>	*
FEE	\$20.00	By <u>Astallin Ross</u>	

PAGE 4 OF REPORT NO.

PRELIMINARY REPORT

Form No. 1415

41706

PRELIMINARY REPORT ONLY