5/395 TRUST DEED

Vol. 1997 Papp 33337

THIS TRUST DEED, made on day 9

of

October

1997 between

MICHELE GARRISON, an individual, as Grantor,

KEY TITLE COMPANY, as Oregon Corporation

as Trustee, and

AUDREY J. BIGELOW, an individual, as Beneficiary, WITNESSETE:

and conveys to trustee in trust, with Grantor irrevocably grants, bargains, sells County, Oregon, described as: HTAMALN

power of sale, the property in XZZXXII BIYMINI BIXXIXXII BIXXXXII BIXII XXXXXII BIXXXX BIXXII BIXII XXXII BIXXII BIXX

Lot 2 in Block 1 of Antelope Meadows, accordingto the official plat thereof on file in the office of the County Clerk of Klarath 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 reas, 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 **TWENTY TWO THOUSAND FIVE HUNDRED*** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereod; if not sooned paid, to be due and payable October C 2004.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the 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 option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due 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 detd, grantor agrees:

is the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or sestignment.

The protect, preserve and maintain as d property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any wasts of said property.

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

To complete or restore promptly and in good and hibitable conditions and restrictions affecting the property; if the beneficiary as 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, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver adioplicies to the beneficiary may procure same at grantor's e-pense. The amount collected under any fire or other insurance policy may be applied by beneficiary may procure same at grantor's e-pense. The amount collected under any fire or other insurance policy may be applied by beneficiary may procure any part the cof, may be released to grantor. Such application or release shall not cure or wave and default or notice of default hereunder or invalidate any act done pursuant to such notice.

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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 montes 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 17013 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.

Parameter and the second secon	
TRUST DEED	STATE OF OREGON, }ss. County of I certify that the within instrument
MICHELE GARRISON P.O. BOX 1637 LA PINE, OR 97739 AUDREY J. BIGELOW 396 SOUTH D STREET SPRINGFIELD, OR 97747 Beneficiary	was received for record on the day of at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm /reception No. Record of Mortgages of Said County. Witness my hand and seal of
KEY TIPLE YESERION COMPAN EXERT EO 51546 HIGHWAY 97 SUITE 1 P.O. BOX 309	County affixed. By Deputy
LAPINE, OREGON 97730-97005	

in excess of the amount required to pay all reast mable 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 easonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balacce applied upon the indebtedness secured hereby; and grantor a jees, at its own expense, to take such actions and execute such instruments as shall be recessary in obtaining such compensation, prof pdy upon beneficiarly, pay exact of its feet and presentation of this deed and the necessary in obtaining such compensation, prof pdy upon beneficiarly; request.

9. At any time and from time to lime upon written request of beneficiarly, pay exact of its feet and presentation of this deed and the necessary in obtaining such consensus of the interest of t

entitled to such surplus.

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 pentling 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 coverants 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, unexcumbered 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]

***XON MINISTERS NOTICE: Line out the warranty that does not apply]

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This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee, and/or beneficiary may each 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 executed this instrument the day and year first above written.

: <u>\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \</u>	LE GARRISON	MASER		OFFICIAL SEAL
MICHE	ELE GARRISON			ASSIM CHERYLE HEUTZENROEDER
				NOTARY PUBLIC-OREGON COMMISSION NO. 034430
				MY COMMISSION EXPIRES MAY 5, 1998
				PROPERTY MACROELE CONTRACTOR STREET, SECTION STATE & THE STREET, STREE
			sade de la	to the state of th
STATE	3 OF OREGON, C	ounty of 4	cwledged before	e me on Ccleber 7, 1997
By M	CHELE GARRISC)N		
-				Man a salatan 1.
				Mery G. Hurmrald
				Mother to State or Oregon Mey 5, 1998
				* To the second
	REQU	EST FOR FULL	. RECONVEYANCE	(To be used only when obligations have been paid)
TO:				, Trustee
	OF OREGON: COU	NTY OF KLAM	TH: ss.	
Bilad for	record at request of	Nur. Globbield	Klamath County	Title the 9th da
of	October	A.D., 19 97	at 3:14	o'clock 1'. M., and duly recorded in Vol. M9/
10 a a a		of <u>Mo</u>	tgages	on Page <u>33337</u>
				Bernetha G. Letsch, County Clerk
FEE	\$15.00			By Kettling Killian