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THIS TRUST DEED, made this
between ORIN G. KIRK
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ากรางอยู่จากต่างสูกรู้เหลือ และสมบัติสูงสู่สู่สู่ส่วงร่วมน้ำหลักอาตสมันสำนักสู่สู่สังรุกษณ์ มมัธวาศสารที่สาวราย (สาวสาวสาวสาวสาวสาวสาวสาวสาวสาวสาวสาว ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC. and you contracting as an adaption and the main of out presented metabolicant as Beneficiary,

อากอาศาสกรรษณ์ที่ระเวล (อีโนการที่เรือดตั้งของที่) อุทิสตรีชังกลาะปีWITNESSETHa and เชื่อสร้าง ได้สามรับสำนักเป Grantor irrevocably grants, bargains, solls and conveys to trustee in trust, with power of sale, the property in KLAMATH en les Lans ession en rise la source la regig entren durch la suber en la property in In martine a sub di fiscade la de County, Oragon, describéd assidners, dans tor solities being di estate e oblige la part et encente . แ<mark>ย่งโดยประ</mark>ขอ<mark>มสามารายการสามารายสามาร์ไปสมุข การใหญ่</mark> สุขที่สุขามสามาร์ (ประการสามาราย) (ประการ (ประการสามาราย

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1 หกลาง รายภาพ และสดใจ สายแสม นักษาการสะโดยมาต่อ<mark>สถานสถานสถาน สถาน ใน</mark> สหสี่ โดยกับไม่ส์ไหน้ได้ได้มีสายสารมากมาไปประเทศ พรี n na har an har san har san har san har san har side adala a tha hind a tha san har an har an har an har har ha The san har a san har sa 1.145.1469 which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now apportaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

and all other lawful charges evidenced For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 30535.44 by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly paymente, with the full debt, if by a loan agreement of state $\frac{01/01/13}{101/13}$; and any extensions thereof;

(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by boneficiary 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 workmahlike manner 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 laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.

2. To provide, maintain and keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. All insurance policies and renewals chall designate Beneficiary as mongage 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 receipt for all proceeds becoming payable therounder; and, at Bonoficiary's option, to apply 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 search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.

4. To appear in and defend any action or proceeding purporting to affect the security hereo? 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 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, 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 boar interest from the date of disbursoment 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 Banaforary to incur any expense or take any action whatscover.

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.

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1. TYPE -

6TH ST. KLAMATH FALLS, OR. 97603 PHONE 541-885-9991

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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 egent, and without regard to the adequacy of any security for the property or any part of it, and that first entering upon and taking possession of the property or any part of it, and that first 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 advertisemant and sale. In the latter avent 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 dead in a manner provided by law.

10. If after default and prior to the time and date set by trustee for the trustee's sale, 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 lapse 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 sele to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees 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 granter 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 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.

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 property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all percons

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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenevor the context so requires, the masculine gender includes the faminine and the neuter, and the singular number includes the plural, and the provide and the give destingui streps and provide the structure and the to the IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written.

main least and merious a doballisiy to produces (1), physical Gran and attractions eacher a broi aus G. KIRK ORIN ra in an intermedial by an area of a solution of a data data therman (B), bot •• 10 Jánasztans delet isz Witness Granter seese where the set of the second second STATE OF OREGON rulation bonning بار توزند **E** OFFICIAL SEAL and the state of VIII LANGLOND part JAMES A. SOWLES the example a regardent to the las yre taar NOTARY PUBLIC-OREGON ant in all and a story in a Biencitaria and SS. ona off and COMMISSION NO. 052668 ann cannol ceamad aid na beanna lef abbooli in griteree MY COMMISSION EXPIRES MAR. 28, 2000 County of KLAMATH performa instandes prominant à l'antiques d'al attrivés des anservers les all de 444-Auger ensen navni non varaget vara viniaarati në sasada doso vi Personally appeared the above named ORIN. G KIRK and the disconding itsee the กระ เป็นแต่สุดด้วย เหตุ สุขตรุญหญิติอ ได้หลางที่หญิกส์ มูลต่องสองเป็ากระจำเหตุ การกา curative too anna eron was to gravity of power approach when Before me: to. Mar. 28,2000 My commission expires: An chaileanad me peranawa Cilimpia nike, nAndranya pina la kapadigigata hanjarijenga pad Buartajan. Lana ana ala na chaila an ana na na na na na bara dan kana dan sana laka ana na kana sana - la cilim. Notary Publi enter in der Generalise seiner die State in Benner der in Berkensten Berkensten Berkensten in Berkensten Berkensten auf der eine Sterner der St inclusion way setting of which were a commented To be used only when obligations have been paid, if they are the state of the state **TO**R - Security conservation and second statements through the second statements of the second statement of the second statem anistade am covamps but standeds are most nadada gel when our real side to a statute of its yare such the said when induced treats. しんよう d is the legal owner and holder of all incohirchess secured by the forspoing bust ceed. All sums secured by said trust used have been Rify paid and s uned by sold trust doed (which are delivered to you herewith together with sold trust doed) and to recurry, with stad by the terms of said trust dead the estate now held by you under the same. Mail record syance and documents to 🖄 legisticity substrated by so survey อารรากสรายญาการ เอารูปามา กอาราก ตรามที่ปาย to อยู่ส่วนต่างปัญญา หรืออ่องหรือได้ อาร์ที่สารากระบาทการตั้งการ (อ DATED The Vet Lawrence in the second second parameters and an appendict in Banescian tes or destroy his Trust Deed OR THE NOTE which it assures. Both must be delivered to the trustes for cancellation before reconveyance will be made.

EXHIBIT "A" LEGAL DESCRIPTION

All that portion of Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian described as follows: Beginning at a point on the southerly line of the Chiloquin Klamath Agency County Road described by two consecutive courses from the Northwest corner of the said Lot 6 as follows: East 115.1 feet; and South 47 degrees 4' East, 382.25 feet; thence South 47 degrees 4' East along said Southerly line of the County Road 50.15 feet; thence South 47 degrees 21' West, 207.1 feet; thence Northwesterly at right angles 50 feet; thence Northeasterly at right angles, 203.1 feet to the point of beginning. ALSO known as Tract 149 of SPINKS SUBDIVISION.

Lots 147 and 148 of SPINKS SUBDIVISION and more particularly described as follows, to-wit: Beginning at a point on the Southerly line of the Chiloquin-Klamath Agency County Road or Market Road which point is South 47 degrees 04' East, 432.4 feet from the intersection of the Southerly line of said road with a line running East and West through the center of Section 34, Township 34 south, Range 7 East of the Willamette Meridian, thence along said road South 47 degrees 04' East 100.3 feet; thence South 47 degrees 21' West 215 feet; thence North 42 degrees 39' West 100 feet; thence North 47 degrees 21' East 207.1 feet more or less to the point of beginning and being a portion of Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH : 55.

Filed f	for record at request of		Amerititle			the nd duly recorded in	8th Vol M98	oay
of	January	A.D., 19	<u>98</u> at <u>3:47</u> Mortgages	0'clock	n Page	281		
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