POSSERIA, SEL - TRUST DEED (Hedge-seek Britishold)		COPYRIGHT 1808 STEVENS NESS LAW FUEL	SHING CO., PORTLAND, OR 97204
Described in a programme. Second of the control of \$9843. The program of the control of the con	1/ 16 P3:35	Vol. <u>M48</u> Page	41846
TRUST DEED	N.1. 94	STATE OF OREGON,	} ss.
	and the management of the contract of the cont	County of	a within instrument
	Line Address Address	was received for recor	d on the day
BRIAN L. ROSS	新文····································	of	, 19, at
	\$ 6,5 d.	o'clock	M., and recorded in
Grantor's Harve and Address	SPACE RESERVED	book/reel/volume No.	on page
FLOYD WILLIAM TALBERT	FOR	and/e	as fee/file/instru-
The manifestation of the production of the manifestation of the second o	RECORDER'S USE	ment/microfilm/recept Record of	300 No
Burnschery's Name and Address		Kecord of han	d and seal of County
ASPEN TITLE & ESCROW, INC.		affixed.	a min son or comis
525 MAIN STREET	La sus de la companya		
KLAMATH FALLS, OR 97601			TITLE
	1 - 0-21/26/0	Ву	, Deputy
	Arc, 05048518		08
THIS TRUST DEED, made this 2nd	day of Novem	ber	, 19, between
RRTAN L. RUSS	10000	***************************************	***************************************
ASPEN TITLE & ESCROW, INC.	***************************************		as Granioi,
FLOYD WILLIAM TALBERT			, as I rusico, unu
FLUID WILLIAM INLIGHT			as Beneficiary,
	WITNESSETH:		W. T
Grantor irrevocably grants, bargains, sells	and conveys to truste	ee in trust, with power of s	ale, the property in
Klamath County, Oregon,	described as:		7
Lots 49, 50 and 51, Block 14, INDUST	OF MOTETAGA LATA	THE CITY OF KLAMATH	FALLS, in the
Lots 49, 50 and 51, Block 14, INDUST	KIME APPLITION TO	ATTENDED	
County of Klamath, state of Oregon.	- A*	Lanca and the second	
CODE 1 MAP 3809-3BD TL 1600			
CODE I MAI 3003 SES CO	6 B6 B		
together with all and singular the tenements, hereditaries	ors and appurtenances and	all other rights thereunto belo	nging or in anywise now
- Landing or serisining and the rents, issues and the	19 transport street our comment		
the property.	RMANCE of each agreeme	ent of grantor herein contained	and payment of the sum
the property. FOR THE PURPOSE OF SECURING PERFORM TWENTY EIGHT-THOUSAND FIVE HUNDRED	AND NO/100		
(\$28,500.00)	Dellosa with	interest thereon according to the	TO POLITICA OF IN DIGITAL PROPERTY.

note of even date herewith, payable to beneficiary or order and made by grantor, not more paid, to be due and payable per terms of note 15%.

The dars of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the prop-becomes due and psyable. Should the granter either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prop-becomes due and psyable. Should the granter either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prop-erty or all (or any part) of granter'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 be-come immediately due and psyable. The execution by granter of an earnest money agreement.

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

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

To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to comint or permit any good and habitable condition, any building or improvement thereon, and particularly and the property. It is not continued to extraved thereon, and particularly and all costs incurred therefor, damaged of extravel thereon, and particularly and all costs incurred therefor.

3. To complete or restore promptly with a difference, and particularly and property against the property against, long to extravel thereon, and particularly and property against the property against, loss or requests, to join in extra proper public office or offices, as well as the cost of all lien seafers made by thing officers or searching to pay for litting seafered and continuously maintain insurance on the buildings now or hereafter leveled on the property against, loss or agencies at most of the property against, loss or all the seafers and by thing officers or searching denotes a continuously maintain insurance on the buildings now or hereafter placed insurance shall delivered to the beneficiary may from time to time require, in an amount not less than \$1.00 MBURBLE Valla damage by fire and such other hearests as the beneficiary may from time to time require, in an amount not less than \$1.00 MBURBLE Valla damage by fire and such other hearests as the beneficiary may from time to time require, in an amount not less than \$1.00 MBURBLE Valla damage by fire and such other hearests as the beneficiary with the sayable to the later; all policies to the beneficiary in the property in the beneficiary may be released to grantor. Such as policy

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,

NOTE: The Trust Deed Act provides that the trustees hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and lean association authorized to insure title to real preparty of this state, its subsidiaries, whileless, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 656.505 to 656.585.

"WARNING: 12 USC 1791-3 regulates and may predibit scarcies of this option.

"The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

which are in excess of the amount required to pay all responsible coats, expenses and attorney's toes necessarily paid or incurred by granter in such proceedings, shall be paid to beneliciary and applied by it line upon any reasonable costs and expenses and attorney's tees, both in the trief and appellate courts, necessarily paid or incurred by baneliciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agives, at its own expenses, to take such actions' and excess such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's expense.

The proceedings are all from time to the process of the content of the indebtedness and from time to the order of the indebtedness and from time to the order of the indebtedness and the indebtedness and the indebtedness of the process of the indebtedness of the indebtedness of the process of the indebtedness of the indebtedness of the indebtedness of the process of the

grantor and bereliciary, may purchase at the sale.

15. When trustice sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's afformay, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor of to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor of 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 coverants and agrees to and with the bureficiary and the beneficiary's successor in interest that the grantor is lawfully soized in lee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and loveve defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary may purchase insuranc

tract 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, which cost may be added to grantor's contract or ioan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage.

The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-

obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 (see Important Notice below).

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, personal representatives, successors and assigns. The term beneficiary 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, the grantor has executed this instrument the day and year first above written. ** IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not equificable; if warranty (a) is a craditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disciousness; for this purpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. BRIAN L. ROSS STATE OF OREGON, County of ... KAMA This instrument was acknowledged before me on 1000 exposed 13rian L. KOSS This instrument was acknowledged before me on OFFICIAL SIBIL.
RHONDA K. CLIVER
OTARY PUBLIC-CREGOT MASSION NO. 053021 EXPIRES APR Notary Public for Oregon My commission expires 4.444

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)								
STATE OF OREGON: CO	UNTY OF K	LAMATH: ss.	en e					
Filed for record at request of	of	Aspen T	itle		the	16th	day	
of <u>Nov</u>	A.D., 19	<u>98</u> at <u>3:35</u>	o'clock	P_M., and dul	y recorded in V	ol. <u>M98</u>		
	of	Mortgages		on Page41	C Latesh Co	unty Clark		
FEE \$15.00		edic. John State Carlos	Ву	Kattlen	G. Letsch, Co	anty Clerk		
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