77481	P3-27	Vol. <u>M99</u> Page 12198
TRUST DEED		ordiant or ordecort
IU091 DEED		County of } ss.
		I certify that the within instrument was received for record on the day
		of, 19, at
Grantor's Name and Address		book/reel/volume No on page
Home Advantage Services, LLC	SPACE RESERVED FOR	and/or as fee/file/instru-
1470 NW First Avenue, Suite 100 Bend, OR 97701 Benediciary's Name and Address	recorder's use	ment/microfilm/reception No, Record of of said County.
Beneficiary's Name and Address After recording, return to (Name, Address, Zip):		Witness my hand and seat of County
AmeriTitle		affixed.
15 Oregon Avenue Bend, OR 97701		NAME TITLE
DEIM! OU SILVA	MTC, 47732	By, Deputy.
THIS TRUST DEED, made this DONALD JACK KNIGHT	day ofAPRIL	, 1999, between
74,44,44,44,44,44,44,44,44,44,44,44,44,4		, es Grantor,
AMERITITLE HOME ADVANTAGE SERVICES, LLC		, as Trustee, and
ROTE ADVANTAGE SERVICES) DEC		, as Beneficiary,
	WITNESSETH:	
Grantor irrevocably grants, bargains, sells Klamath County, Oregon, o		trust, with power of sale, the property in
		- 1 -
Lot 63 , Block 1 , Tract	1098 / SPLIT RAIL	RANCHOS,
according to the official plat thereof on file in the office of the county clerk of		
Klamath County, Oregon.		
together with all and singular the tenements, hereditament	's and appurtenances and all o	ther rights thereunto belonging or in anywise now
or hereafter appertaining, and the ronts, issues and profits thereof and all likelines now or hereafter attached to discovered to the contract of the contract		
FOR THE PURPOSE OF SECURING PERFOR. ofEIGHTEFN THOUSAND FIVE HINDRED at	MANCE of each agreement of NO/100ths*******	granter herein contained and payment of the sum
11111111111111111111111111111111111111	kャンタススス Dollars with inter	act thereon according to the terms of a promissor/
note of even date herewith, payable to heneficiary or ore not sooner peid, to be due and payable	2017 .	
The date of maturity of the debt secured by the instrument is the date, stated above, on which the trial installment of the first		
erty or all (or any part) of granter's interest in it without list obtaining the written consent of approva it the decimal of the product of the consent of approva it the decimal of the product of the consent of the product of the consent of the		
come immediately due and payable. The execution by grassignment.	antor of an earnest money agr	cement** does not constitute a sale, conveyance of
To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintein the property in good condition and repair; not to remove or demolish any building or im-		
provement thereon; not to commit or permit any waste of the property. To complete or restore promptly and in good and habitable condition any building or improvement which may by 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		
3. To comply with all away, ordinaness, regulations, consists of the Uniform Commercial Code as the beneficiary may require and to pay for filling same in the proper public offices, as well as the cost of all lies searches made by filling officers or searching to pay for filling same in the proper public offices, as well as the cost of all lies searches made by filling officers or searching		
agencies as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurant		
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against (123 VAI damage by lire and such other hazards as the beneficiary may from time to time require, in an amount not less than 3 EUUL LIDS. VAI written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary ficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary may pro-		
at least lifteen days prior to the expiration of any policy of insurance now or necessite places on the business, the business, the business, the business and the prior of the control of the places of the business.		
any indebtedness secured hereby and in such order as beneficiary may determine, or at option of baseliness, the control of the secure of default here-		
under or invalidate any act done pursuant to such notice.	and and to now all taxes as:a	ssments and other charges that may be levied or
5. To keep the property tree from constitution ties and to pip an exact the property lies are definitioned and assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and assessed upon or against the property before any part of such taxes, assessments, insurance promiums, promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance promiums, promptly deliver receipts therefor to beneficiary; should the grantor fail to make such paying the providing beneficiary with funds with which to make such paying liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with or the payer.		
ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with the added to and become a part of		
the debt secured by this trust deed, without waiver of any rights entsing from bleach of any of the content to the same extent that they are		
with interest as aloressid, the property hereinoetore described, as well as the grand, shall be immediately due and payable withour notice, bound for the payment of the obligation herein described, and all such payments shall be immediately due and payand the nonpayment thereof shall, at the option of the beneficiery, render all sums secured by this trust deed immediately due and payand the nonpayment thereof shall, at the option of the beneficiery, render all sums secured by this trust deed immediately due and payand the nonpayment thereof shall, at the option of the beneficiery, render all sums secured by this trust deed immediately due and payable without notice,		
able and constitute a breach of this trust dead,		
trustee incurred in connection with or in enforcing this obligation and trustees and accounty reality or powers of beneficiary or trustee;		
and in any suit, action or proceeding in which the beneficiary or trained must suppose the proceeding in which the beneficiary or trained must suit and for and or		
or any suit or action related to this instrument, mentaling but not transfer to its relate, and the beneficiary's or trustee's afforming less; the account of afformer tees mentioned in this parapases, including evidence of title and the beneficiary's or trustee's afforming less; the account of attorney tees mentioned in this parapase, I in all cases shall be lived by the trial court and in the event of an appeal from any judgment or decree of the trial court, granter further agrees to pay such sum at the appoilate court shall adjudge reasonable as the beneficiary's or trustee's afformer less on such appeal.		
It is mutually agreed that:	adjudge teasonable as the ser	a right of eminent domain or condemnation, bene-
It is mutually agreed that: 8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene- 8. In the event that any portion or all of the property shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking, liciary shall have the right, it 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 trustee hereunder must be either an altorney, who is an active mamber 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, alfiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. "WARNING: 12 USC 1701]-3 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.

which are in excess of the anomic confered to pay all rearniphs costs, expenses and automor's less recessarily paid or incurred by gender in the trial and appellate control to be provided by all their upon any reasonable costs accessarily paid or incurred by gender in the trial and appellate control of the provided provided by the provided provided by the provided provided by the provided provide ticiary'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 eny claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage eisewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's 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 requirements imposed by applicable law. obtain alone and may not sausly any need for property camage coverage of any need to applicable law.

The granter warrants that the proceeds of the lean represented by the above described note and this trust deed are:

(a)* primarily for granter's personal, lamily or household purposes (see Important Notice below).

(b) ** ANY TO SENTE THE T This deed applies to, inures to the benefit of and birds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract 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 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.

*IMPORYANT NOTICE: Delete, by lining out, whichever warrenty [a] or [b] to the plural of the day and year first above written.

DNALD JACK KNIGHT **IMPORTANT NOTICE: Dolete, by lining out, whichever warronty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation I, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compilance with the Act is not required, disregard this notice. STATE OF OREGON, County of DESCRITES)ss.

This instrument was acknowledged before me on 4/9/9/9 by DONALD JACK KNIGHT This instrument was acknowledged before me on OFFICIAL SEAL

YERS ENOUGH CUM- 41851ON NO. A301124

Notary Public for Oregon My commission expires 14.20 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been poid.) STATE OF OREGON: COUNTY OF KLAMATH:

MY COMMISSION EXPIRES MAY 14, 2001

FER

Filed for record at request of **Amerititle** A.D., 1999 at 3:27 o'clock p. M., and duty recorded in Vot. 5th ____April Mortgages on Page 12198

Linda Smith, County Clerk