	Vol. 13 Page 13229	<u>کر میں ان م</u> ان ان میں ان م میں ان میں ان
AND WHEN RECORDED MAIL TO	, , , , , , , , , , , , , , , , , , ,	
NAME HESS		
City & Start		A CONTRACTOR OF THE OWNER O
Escrow No SP	ACE ABOVE THIS LINE FOR RECORDER'S USE	
By This Deed of Trust, made this 14	day of Alph. , 19 23, between	
RALPH I. TWING AND MARIAN TWING, husband and	d wife	
whose address, is 1604 Hope Space #4. (number and street)	Klamath Falls, Oregon 97 6 01 (City) (State) (Zip Code)	
and CHICAGO TITLE INSURANCE COMPANY a Missouri corporation, herein called Trustee, and EVANS PRODUCTS COMPANY, a Corporation under the laws of the state of Delaware, whose		i i i i i i i i i i i i i i i i i i i
mailing address is 3355 Hiawatha Avenue Sou Trustor grants, transfers, and assigns to trustee, in trust, with power of	th, Minneapolis, Minnesola, 55400.	
County, California, described as: Oregon Lot 12 Block 11. First Addition, Klamath R	iver Acres, according to the official plat	
thereof on file in the records of Klamath County, Oregon. XRepayment to be made as follows: 180 consecutive monthly installments as follows: The first 90 consecutive monthly installments of \$ 130.00 each, or more, on the 1st day of each		A CARLES AND A C
and every month, commencing on the <u>1st</u> day consecutive monthly installments of \$ <u>91.00</u> due date of the 90th installment, and shall be	each, or more, commencing one month after the payable every month thereafter; the remaining	
balance due hereunder shall be due and payable on the <u>180th</u> installment. The unplu balance due hereunder shall bear simple interest at the rate of $7\frac{1}{2}$ % per cent per annum; said simple interest to be computed monthly shall first be deducted from said monthly payments,		
and the balance of each monthly payment credit Trustor also assigns to Beneficiary all rents, issues and profits from same so long as there is no existing default hereunder and does be	ted as principal.X a said real property reserving, however, the right to collect and use the preby authorize Beneficiary to collect and recover the same in the name	
FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by one promissory note of even date herewith in the		
principal sum of \$ <u>12,400,00</u> , payable to Beneficiary or order; (2) Payment of any additional sums and advances here- atter made by Beneficiary or his assignce to Trustor or his successor in ownership of the real property encumbered hereby; (3) Perform- ance of each agreement of Trustor herein contained. See x to x above		
TO PROTECT THE SECURITY OF THIS DEED OF THUST, I. I through 5, and all of the prov	RUSTOR ACREES that all of the provisions of Section A, Paragraphs visions of Section B, Paragraphs 1 through 10,	
This instrument was drafted by: EVANS PRODUCTS COMPANY 3355 Hiawatha Ave. South	Tax statements should be sent to: Mr. and Mrs. Ralph I. Twing 1604 Hope Space # 4	
Minneapolis, Minnesota 55406 (which provisions, are printed on the rev	Klamath Falls, Oregon 97501 erse side hereot) are hereby incorporated herein and the parties hereto	
agree to be bound thereby as though fully set forth herein.	ault and any notice of sale hereunder be mailed to him at the address Signature of Trustor	A THE REAL PROPERTY OF THE REA
STATE OF CALIFORNIAK Oregon SS.	Galphel Turis	
On <u>SEPTEMBER 14, 197.3</u> before me, the under- signed, a Notary Public in and for said County and State, we could appeared Ralph I. Twing and	Ralpf I. Twing Marian Twing Hen RECORDED RETURN TO:	
Marian Twing, husband and wife	<u>Evans Products Company</u> 3355 Hiawatha Avenue South <u>Minnyukalis, Minnesota 5</u> 5406	
to be the person <u>s</u> whose name <u>they</u> subscribed to the with- in instrument and acknowledged that <u>they</u> executed the same.	5 • 1/2 · · · · · · · · · · · · · · · · · · ·	
Robert Marriettan	0/1101A7/01 	
Name (Typed or Printed) Notary Public in and for said County and State	FOR NOTARY SEAL OR STAMP	
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Service And Andrews

- PLEASE, RECORDare provisions (1) to (5), inclusive, of Section A and (1) to (10), inclusive, of Section 5 of this gleed of trust and made a part thereof: 2. The jollowing

 A. TO PROTECT THE SECURITY OF THIS DEED OF TAUST, TRUSTOR AGREES.
I. To Leep stic property in good candition and repuir, not to remove or canditian damy building therean, to complete our restore standards and any building which may be canstructed, damaged and matricals luminated interfor; to comply with all lows affecting toil property or restrict standards and therean and the pay what will be made lineary and the second standard and matricals luminated interfor; to comply with all lows affecting toil property or restance standards. Junianed lineary and the coll claims for labor performed and matricals luminated interfor; to comply with all lows affecting toil property or resulting on all statoms or improvements to be made lineary act upons suid property matricals laws to collivate, intrajale, fartilita, lumingte, prana and de all other acts which from the character or us of said property may be receased to all states or swhich from the character or us of said property may be receased and and the specific unstandards and used to a series and in a series and and the second of the second states of trustor, keep all of the control of a single state of trustor, keep all of the control of a single state of trustor, keep all of the trustor followy may reasonably request, in a manual blass and the set and and the second states and incored to an any more than the there are any states the local takes to control by the set licer under deeds of trust covering similar properties in this locality, and against such are an ender than a set and any states and a state and the set and as a states and the set and the states and the set any states and the set any states and the set any states any A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES

5. IT IS MUTUALLY AGREED THAT:

b. IT IS AUSTUALLY AGREED THAT: (i) Any award of dunages in connection with any condemnation for public use of an inform to unit property as any part thereof is hareby assigned and should be poid to Beneficiery who may apply or release such moneys received by him in this total moment and with the same officie as nhower provided for obsolution of proceeds of file or other insurance. (i) by accepting particular any soin secured nereby offer its dus date, beneficiary dats not woive his right either to require prompt payment when due of all other sums to a secured or to declare default for failure to to pay. (i) for an user from time to time, without liability therefor, and without notes upper writes request of dualities of any map or plat-tiercol join in yraning any escenter thereas or join in any vectorion agree-ment of any append in the making of any map or plat-tiercol join in yraning any escenter thereas or join in any vectorion agree-ment of any estament or quest to file or other barbard barbardes. (in a section of the indisburdent sectoris plate), Trutte may yeanvey any part of said property; consent to the making of any map or plat-tiercol join in yraning any escenter thereas or join in any vectorian agree-ment or any egreenent subardinability to file of the making of any map or plate. (if not uppan writhen request of beneficiery stoling that oli sums secured (if the uppan writhen request of beneficiery stoling that oli sums secured (if the uppan writhen thereas or plating the list of the sum of the sum of the sum of the making of the stored of the stolene subardinability therefore. (if the uppan writhen request of beneficien yraning the stored is sums secured (if the uppan writhen the request of the stored is sums secured). (if the uppan writhen thereas or the stored is sums secured).

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such notice. (6) Upon default by Tructor in payment of any indubiduous secured hereby, by a performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivary to Tructee of written acturation of default and demand for rate and of written notice of adjuant and of election to cause said property to be sold, which notice Trustee shall cruss to be illed for record. Beneficiary allow shall depait with Trustee this Dece of Trust, sold note and all documents evidencing expenditures secured forces.

rereby. Ariter the lapsa of such time as may thun be required by luw following the recordation of solid notice of default and notice of sale toxing been given as then required by law, Trustee, without demand on Trustor, shall soll solid prop-

(3) To appear in and defand any action or proceeding purporting to affect the security hereof ar the rights or pawers at develocary or Fusice, and Sp pay all costs and appends, including cost of evidence of this and appends leas in a reasonably sum, in any such action or protocoling in which the develop fictury or Tusice may appear, and in any suit brought by deneficiary to for-ciae this Deed of Tusic.

(4) To pay, at least ten days before definituary, all taxes are essentents affecting sold property, including assessments on appartencer water viscor, when due, all encombrances, charges and liens, with interests, on sold aprox, or any part theread, which appear to be prior or superior hereto; all casts first and espanses of this truth.

and expanses of this Trust. Should Trustor fail to make any payment or to do any act as herein pravised, then Santiciary or Truster, bur without abligation is to do and without natice to ar demand upon Trustor and without releasing Truster from any abligate hereaf, may i make or do the same in such manner and to turk erient as erier any deem necessary to protect the security hereaf, baneficiary or Trustee arry autholized to enter work such apparts for such autoress; apparts in and acter any action or proceeding, purporting to affect the security nereaf, or the inper-any action or proceeding, purporting to affect the security nereaf, or the inper-any action or proceeding, purporting to affect the security nereaf, or the inper-any action for the security nerved, or the inper-encyptics heretog and, in exercising day such powers, pay necessary or constraints, encyptor counsel and pay his reasonable feet.

(5) To pay immediately and without demand all sums to expended by deve-liciary or Trustee, with interest from date al expenditure at seven per cert per

erty at the time and place fixed by it in sold reside of sole, either as a stree or in separate parcels, and in such order as it may determine at public autient to the highest bilder for cash in lawful money of the United Stars, precise at the of sole. Inside many partpace sole of all or any periods of sort prepari-by public announcement at such time and place of sole, and iram time to such thereafter manner, or if the sole for any receive it by public announcement in any active manner, or if the sole for any receive in the time is sole in any active manner, or if the sole for any receive its not held within or y con-from the time to for the first tasis, the Tustes, or his dection, thell mare the right to again give notice of sole within accessed of any matters of the sole of sole within accessed and any active to such public and the sole is not predict on a constraint sole. Trustee shall deliver to such public and the sole of the trusted is an effect of any matters or facts shall be conclusive proof if the truthalters to dead of any matters or facts shall be conclusive proof if the truthalters to find, may purchase of such sole. After definition of sole of sole as the destine of the truthalters to find, may purchase of such sole.

rined, may purchase of such sails. After derivating ull costs, fass and expenditures of fusition and of this frank, including row of exidence of fillul in connection with such studies oppr-the proceeds of solo to payment of all sums expended under the terms recreit, not then repaid, with accound interest of seven per cent per renorm, all of or sums than accound interbays and the remainder, if any, to the person or persons legally entitled thereto. 20. Torum and thereto.

not them repaid, with accurate interest of seven per cent per ennum, bill of er tons them second hereby, and the terminider, if any, to be person or excita-legality entitled thereto. (?) Future, ar if said property shall have been transferred, the term record aware, together with Teneficiary, may from time to time by instru-rest in set ing substitute a successfor ar successors is any Trustee and the term of the person or trustees with the electrony of the county or counties where such persons, in the affice of the recorder of the county or counties where such persons, in the affice of the recorder of the county or counties where such persons, in the affice of the recorder of the county or counties where such persons, second to all its liftle, estale, rights, powers and could. Trustee previous the rention the anamong the entities of the county or counties where such persons, we could be all the state, rights, powers and could. Trustee previous the rention the anamong the entited of the county or counties where any could rent the anamong the entited to a the county or counties. The matter previous rent on the anamong the entities of the county or counties. The entities the rent of the anamong the entities of the county of the count of the previous the dimension of the county of the county of the count of the count of the count where it is not an entities the dimension of the count of the count of the count of the receipt thereof upon a when into the permitted by law. (8) A nefficient or the successor in interest the hardy empawered to receive from Trustee when and the permitted by law. (9) This Deed of Trust expilies to, invers to the benefit of, and kinds of parties herely, their here, logates pervising these dimensions of receives sorts and axigns. The term Beneficiary the chilegether or not receives, here and axigns. The term Beneficiary heli mean the counter and the side or and any figulates, the here the counter or not the benefit of, and kinds of parties herely, heli there, logat

- DO NOT RECORD nequest for full reconveyance - To be used only when note has been paid.

:

Date _

TO CHICAGO TITLE INSURANCE COMPANY, TRUSTEE:

The indersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust ave been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you radier the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you berewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designed by the terms of said Deed of Trust, the estate now held by you under the same.

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