二角 医乳黄素

TRUST DEED

Vol. 50 _Mage 4902 , 19 80, between

WENDT HOMES, INC.

March THIS TRUST DEED, made this 13th day of THOMAS ALESI and ELIZABETH L. ALESI, Husband and Wife TRANSAMERICA TITLE INSURANCE COMPANY

, as Grantor, , as Trustee.

and

...., as Beneficiary,

WITNESSETH:

Granter irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon described as: County, Oregon, described as: in

The E2 of Lot 5, Block 17, ORIGINAL TOWN OF MERRILL, OREGON, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS JUNIOR TO A CONTRACT OF SALE IN FAVOR OF PEGGY SKELTON, AND A FEDERAL TAX LIEN.

(C)

The date of maturity of the event the within described property, or any part thereon, as single of the reministry of the principal and interest hereof, if not sooner paid, to be the and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the granter without first having obtained the written consent or approval of the beneficiary, when, 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 payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

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

I. To protect, preserve and minitain said property in good condition and repair to the context of demobble any building or improvement thereon:

If the context of period any waste of Said property.

To complete or restore promptly and in Good and workmanlike context and building or improvement which may be constructed, damaged or detected thereon at Jean shording discussions, regulations, coverants, conditions and restriction adjection said property; if the heidslay so requests, to me executing such limiting staff ments pursuant to the Uniform Commercial Context of the context of the context of the property of the desired by some interesting such limiting administration of the Uniform Commercial Conference of a continuous staff ments and to pay for filing same in the property of the desired by a context of a continuous section of the context of the province and continuously observed in the context of the province and continuously observed in the context of the context of the province and continuously observed in the context of the cont

m m executing such limaneums statements pursuant to the Uniform Commercial Code as the bonetician may require and to pay for filing some in the physic pullow of the ct offices, as well as the cost of all lien searches made to a foliager of searching adentics as many be deemed destrable by the beneticians.

4. The provice and continuously maintain insurance on the buildings may not be the Latter of the said greeness against loss or damade by the mal such other latters at the said greeness against loss or damade by the and such that the latter of the said greeness against loss or damade by the and such that the latter of the latter of the said property of the said latter of the said greeness against loss or damade by the and such insurance and the defendence of the greater shall be delivered to the beneficiary as soon as insured; it the greater shall be delivered to the beneficiary as soon as insured; it the greater shall build be any reason to produce any such insurance and to deliver any polesy of measurements of beneficiary at least fifteen days prior to the expiration of any polesy of measurements on the results againstic sequence. The amount literal motors are greater than the same at greater of sequences of the amount of the latter of the said of the said and in such or other latter of the said of the said and the said or other latters and the said of the said

As a construction of the second second second second within request of brieflying product for the and pass marion of this read and the note for each construction, without fall to a recurrent production, without fall to a recurrent to same fallowing without allecting the feduracy of any research for the payment of the indebtedness, trustee may

tural, timber or grazing purposes.

(a) consent to the making (1 any map or plat of said property; (b) join in graning any essentent or creating any restriction thereon; (c) join means subsubmination or other agreement allecting this deed or the hen or charge thereof; (1) reconvey, without warranty, all or any part of the property. The gravites or any reconveyance may be described as the "preson or persons leg, by or itled thereto," and the recitals there in of any matters or lacts shall be conclessed proof of the truthalness thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereinder, beneficiarly may at any time willout notice, either in prison, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security or the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the risk issues and expenses of operation and collection, including teasonable attorneys less upon any indebtodness secured hereby, and in such order as binessiciary may determine.

11. The intering upon and taking possession of said property of the order as binessiciary may determine.

issues and profess including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys tess upon any indebtolness secured hereby, and in such order as beneficiary may determine.

11. The intering upon and taking possession of said property, the collection of such retris, issues and moths, in the proceeds of the and other inserance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure of wave an adelait or notice of default hereunder or invalidate any act done promant in such notice.

12. Epon default by granton in payment of any indebtedness secured for day in the actionary of any agreement hereunder, the hereliciany and decide it is alove the most of any agreement hereunder, the herelician most decide it is alove the most property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deal or agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose the trustage foreclosures. However it said real property is not so currently used, the beneficiary or his first seed and in equity as a mortisage in the manner provided by law for mortisage foreclosures. However it said real property is not so currently used, the beneficiary or his first deed by advertisement and sale. In the latter even the beneficiary or the truste estable the property is not so currently used, the beneficiary or direct the trustee is loreclose this trust deed by advertisement and sale. In the latter even to be recorded his written notice of default and his election to self the said decided in the upoperty to satisfy the obligations secured hereby, where upon the trustee shall be the intense of the bulk and proceed to his college the trust deed in the manner proved in the said property to hardon and place of sale give notice threads as their and to default at any time print to live days before the dat

deel as here enterests that appeal are less state in the present in the season of the

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 a valid, unencumbered title thereto

and that he 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:

(1) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),

for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural

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 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 deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by fining out, whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation 2, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment apposite.)

THOMAS ALESI

STATE OF OREGON,

County of Klamath March 13 , 19 80

Personally appeared the above named Thomas Alesi and Elizabeth L. Alesi

> and acknowledged the loregoing instrutheir voluntary act and deed.

(OFFICIAL SEAL)

ment to be

Addingto Notary Public for Oregon My commission expires: 3-22-81

STATE OF OREGON, County of

Personally appeared

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

, 19....

and that the seal affixed to the longoing instrument is the corporation of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon My commission expires:

(OFFICIAL

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid

TO:

. , Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

. 19

Beneticiary

STATE OF OREGON

County of Mlanath

Do not lase or destroy this Trust Deed OR THE NOTE which it secures. Both delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

FOR

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVEL RECORDER 5 USE

ment was received for record on the lith day of March 19.10

at 3:39 o'clock? M., and recorded in book (3) on page 400? or on page, 4002 as file reel number. 31911.

I certify that the within instru-

Record of Mortgages of said County. Witness my hand and seal of County affixed,

Ma. D. Milae

Title

Fee 57.00