## 91854

## TRUST DEED

Vol. 50 Pous 21009 , 19.80 , between

THIS TRUST DEED, made this \_\_\_\_\_\_\_ 28 \_\_\_\_\_day of \_\_\_\_\_\_Octob

Robert Wayne Mize and Stephanie Ann Vitale, not as tennants in common but with the right of survivorship as Trustee, and Crantor, MOUNTAIN TITLE COMPANY

Alvin Teryy Bishop and Joanne S. Bishop, Husband and Wife

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

Lot 11 of FAIR ACRES SUBDIVISION NO. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof. its

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note the comes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be seconds 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 grantor without first having obtained the written consent or approval of the beneficiary sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. The beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become 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:

1. To protect, preserve and maintain said property, in good condition
1. To protect, preserve and maintain said property, in good condition
1. To protect, preserve and maintain said property, in good condition
1. To complete defends any building or improvement thereon;
1. To complete or restore promptly and property in good and workmanlike
1. To complete or preserve and the may be constructed, damaged or
1. To complete or provide the soft incurred therefor,
1. To comply with all laws, ordinances, defends or expectations and restrictions allecting said property; if the beneficiary so requests, to
1. To complete the following statements purely to the Uniform Commer1. To executing such financing statements purely to the Uniform Commer1. To provide and continuously maintain insurance on the building.

1. To provide and continuously maintain insurance on the building.

poin in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay to thing same in the proper public office or offices, as well as the cost of a ling same in the proper public officer or offices, as well as the cost of a ling same in the proper public officer or offices, as well as the cost of a ling same in the proper public officer or offices, as well as the cost of a ling same in the proper public officer or offices, as well as the cost of a ling same in the public of the proper public of the said premises against loss or damage by the now or hereafter erected on the said premises against loss or damage by the now or hereafter erected on the said premises against loss or damage by the now of hereafter erected on the said premises against loss or damage by the now of hereafter erected on the said premises against loss or damage by the now of the proper public of the proper public

pellate court shall alijudge reasonable as the heneliciary's or trustee's attorney's lees on such appeal.

It is multivally aftered that:

It is multivally aftered that any portion or all of said property shall be taken 8. In the event that any portion or all of said property shall have the night of entirent domain or condemnation, benediciary shall have the right of entirent domain or condemnation, benediciary shall have the second state of the amount required to pay all reasonable cools, expenses and army second of the mount required to pay all reasonable cools, expenses and an expense and expense and expense and expense and atturney's lees necessarily paid to pay all reasonable cools, expenses and expenses and atturney and applied by it list upon any reasonable costs and expenses and atturney the both in the trial and appellate courts, necessarily paid or incurred by hence to the trial and appellate courts, necessarily paid or incurred by hence secured hereby; and franter agtest, at its own expense, to take such actions and execute such instruments as shall he recessary in obtaining such compensation, promptly upon beneliciary's request.

9. At any time and trom time to this deed and the note for ficiary, nayment of its lees and presentation of this deed and the note for endorsement (in case of tull reconveyances, for cancellation), without affect the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property; (b) join in any franting any easement of creating any restriction thereon; (c) join in any franting any easement of creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charfe thereof; (d) reconvey, without warranty, all or any part of the property. The strength of the property of the conclusive proof or the truthfulness therein of any matters or lacts shall read the property of the conclusive proof or the truthfulness therein of any matters or lacts shall see conclusive proof or the truthfulness therein. Truster's less for any of the conclusive proof on the truthfulness therein. Truster's less for any of the property of the without notice, either in person, by a freceiver to be appointed by a court, and without refard to the adequacy of any security for pointed by a court, and without refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said propresses and profits, including those past due and unpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attories of the same of the profits of the proceeds of line and other independent of the profits of the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured thereby covered the profession of any indebtedness secured to the profession of any indebtedness secured

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. It rust deed event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the truster to the truster deed by a consideration of the sum of the

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and safe that the state of the state of

the default, in which event all loreclosure proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The truste may sell said property in one pareel or separate parcels and shall sell the parcel or parcels at more pareel or separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in lorn as required by law conveying the property so sold, but without any covenant or warranty, express minted the property is the deed of any matters of lact shall be conclusive proof of the truthiuness thereol. Any person, excluding the trustee, but including of the truster shereol any parson, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee the grantor and beneficiary may be provided to the proceeds of sale to payment of (1) the expenses of sale, in attorney, (2) to the obligation secured by the area deed, (3) to all persons attorney, (2) to the subsequent to the interest of the trustee in the trustee when their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surphis.

16. For any teamn permitted by law heneliciary may look time the property and the parcel and the sale.

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law heneficiary may from time to time appoint a successor to successor for any trustee named herein or to any trustee to the successor function. Upon one happointment, and wiften conveyance to the successor functe, the functional the vested with all the powers and dutine conferred upon any trustee herein named or appointment hereinder. Each and appointment and substitution shall be made by another hereinder. Each and appointment and substitution shall be made by another powers and its place of record, which, when resided in the office of the County and its place of record, which, when resided in the office of the shall be conclusive proof of perfect synamment of the successor truster.

17. Trustee accepts this trust when this deed, duly executed and applied record as provided by law. Trustee is not configured to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee, shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust cempany or state of the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to real 

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:

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

(b) for an organization, or (even-il-granter is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and be tors, personal representatives, successors and assigns. The te contract secured hereby, whether or not named as a benefici- musculine gender includes the feminine and the neuter, and	erm beneticiary shall mean l arv herein. In construiné this	the holder and owner, including deed and whenever the conte	
IN WITNESS WHEREOF, said grantor has	hereunto set his hand t	he day and year first abo	ove written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regul beneficiary MUST comply with the Act and Regulation by making disclosures; for this purposo, if this instrument is to be a FIRST lie the purchase of a dwelling, use Stevens-Ness Form No. 1305 of if this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent. It with the Act is not required, disregard this notice.	is a creditor action Z, the ing required in to finance requivalent; the purchase	bert W. Mize J	e Miz Octabe
(If the signer of the above is a corporation,			
STATE OF OREGON,		ounty of	) ee .
Klamath )ss.	STATE OF OREGON, Co		
County of		<i>i</i>	and
Personally appeared the above named		wh	
Robert W. Mize and Stephanie Ann		he former is the	
Vitale	president and that the la	tter is the	
520	secretary of	· · · · · · · · · · · · · · · · · · ·	
and acknowledged the foregoing instrument to be their voluntary act and deed.  Betogenetics  (OFFICIAL Under the control of th	corporate seal of said corp sealed in behalf of said co	ne seal alfixed to the foregoin poration and that the instrum proporation by authority of its viedged said instrument to b	ent was signed and board of directors;
SEAL)  Notary Public for Oregon	Notary Public for Oregon		(OFFICIAL
			SEAL)
My comy commissione pieces July 19, 1981	My commission expires:		
To be used on  The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby a said trust deed or pursuant to statute, to cancel all evider herewith together with said trust deed) and to reconvey, with	indebtedness secured by the re directed, on payment to y nees of indebtedness secured hout warranty, to the parti	toregoing trust deed. All su you of any sums owing to you by said trust deed (which a	under the terms of re delivered to you
estate now held by you under the same. Mail reconveyance	and documents to	······································	
	$(a_1,a_2,\dots,a_p)\in \mathcal{A}(a_1,a_2,\dots,a_p)$		
DATED:			and the second s
		Beneficiary	
		Beneliciary	
Do not lose or destroy this Trust Deed OR THE NOTE which it secure	es. Both must be delivered to the tru	•	nce will be made.
Do not lose or destroy this Trust Deed OR THE NOTE which it secure  TRUST DEED  (FORM No. 881)  STEVENS-NESS LAW PUB. CO., PONTLAND, ORF.		STATE OF OREGON County ofKlame I certify that the	ith
TRUST DEED		STATE OF OREGON County ofKlams I certify that the ment was received to 29th day ofCounty of	th
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TRUST DEED		STATE OF OREGON County of	th
TRUST DEED  (FORM No. 881)  STEVENS-NESS LAW PUB. CO., PONILAND, ORF.	SPACE RESERVED	STATE OF OREGON County of	th
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AFTER RECORDING RETURN TO

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MTC

County affixed.

By Gernetho