TEVENS NESS LAW PUBLISHING CONTRACTOR PD-TC -10985 FORM, No. 881—Oregon Trust Deed Series—TRUST DEED. TRUST DEED 9135 as Trustee, and as Grantor, First Western Title Company Clayton L. Cabral Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, Lot 13, Block 9, SUN FOREST ESTATES, TRACT 1060, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TRUST DEED an a training of a construction to a construction of the second second second second second second second second together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the ThO THOMSAND FIVE HUNDED and no/100-----FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor nerein contained and payment of the sum of TWO THOUSAND FIVE HUNDRED and no/100----note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if <text><text><text><text><text><text><text><text> India timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any franting any essement or creating any restriction thereon; (c) join in any indiation or other athout warranty, all or any part of the property. The subordination or other athout warranty, all or any part of the property. The indiation or other athout warranty, all or any part of the property. The indiation or other athout warranty, all or any part of the property. The indiation or other athout warranty, all or any part of the property. The indiation or other athout warranty, all or any part of the property. The is conclusive proof of the truthfulness thereof. I any matters or lacts shall be conclusive proof of the truthfulness thereof. These is less for any of the participath shall be not ider, beneficiary may at any 10. Upon any delault by grantor hereunds the beneficiary may at any indicate there is easily on the indibitedness here by secured, enter upon and or and or parts of the restants there beneficiary may at the rest and profits, including those past due and unpaid, and apply the restants and profits, including those past due due thereby, and in such order as thereol. I have thered and profits, insues and profits or there stored between solution or and rotating or and rotating or durange of the and other is collection or compensation or and rotatis or the proceeds of the and other is possible attoration or any data thereol is durange of the application or release thereol as alteresaid, shall not cure or property, adelault or notice of delault hereunder or invalidate any act of the application or telease thereol as alteresaid, shall not cure or property, adelault or notice of delault hereunder or invalidate any act done waive any due for the of delault by grantor in payment of any indebiedness secured herease therease is deresaid. I have and the application or telease thereol as alteresaid, shall not cure or property, addit or notice.
12. Upon default or notice of de Ъ pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured nereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an in equity as a mortgage or direct the trustee to foreclose this trust dead in equity as a mortgage or direct the trustee to foreclose this trust eshall advertisement and sale. In the latter event honize of default and his eccured rescute and cause to be recorded his written molice of default and his eccured hereby, whereupon they are appopring to satisfy the obligations secured hereby whereupon the trustee hall fix the time and place of sale, give notice therean provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to loreclose by advertisement and sale interest as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. The manner provided in ORS 86.740 to 86.795. Should the beneficiary elect to foreclose by advertisement and sale that delault at any time prior to five days before the date set by the frustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respec-ore the trustee's sale, the grantor and trustee's and attorney's less not er-obligation secured thereby (including costs and expenses) incurred in tively, the terms of the obligation and trustee's and attorney's less not er-ending the terms of the obligation and trustee's and attorney's less not er-ending the amounts provided by naw) other than such areas thereby cur-cipal as would not then be due had no delault occurred, and thereby cur-the delault, in which event all foreclosure proceedings shall be dismissed by the trustee. the default, in which event all foreclosure proceedings shall be dismissed by the trustee. 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 inher the postponed as provide 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 in one parcel or in separate parcels and shall be the parcel or parts at an one parcel or in separate parcels and shall be time of sale. Trustee shall deliver to the purchaser is deed in form as required by law crustee the property so solid but without any covenant or warranty, expression in the property so both the deed of any mattern of fact shall be conclusive proof of the truthuliness thereoi. Any person, excluding the trustee, but including the truthuliness thereoi. Any person, excluding the trustee, but including shall apply the proceeds of sale to payment of (1) the expenses of sale, frustee solid as their interests may appear in the order of their priority and (3) to all persons the solid counters and part of the trustee and the trustee and the trust having recorded rises may appear in the order of their priority and (4) the surglus, it any, to the grantor or to his successor in interest entitled to such surglus, it any, to the grantor or to his successor in interest entitled to such surglus. 16. Por any tenson certmitted by he heneliciary may from time to surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to increasor trustee appoints of hereunder. Upon such appointment, and without successor trustee appointed hereunder. Upon such all be vested with all trus-new point a successor of hereunder. Upon such all be vested with all trus-sorted appoint a successor to any trustee herein a to appoint hereunder. Each such appointed upon any trustee the later shall be made by with all instrument erecuted by which, when recorded the the robust and the south appointed trustee the later shall be made by with all instrument erecuted by which, when recorded the the property is situated. Clerk or Recorder of the south or proceeding in the office of the conclusive shall be conclusive provid of proper appointment of the successor trustee is not obligated to notify any party hereto of pending sale under any other deed into of any 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 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, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 EXCEPT conditions, restrictions and easements of record

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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 if granter 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, execu-tors, 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 terminine and the neuter, and the singular number includes the plural.

and drantor has bereunto set his hand the day and year first above written. THE WILL DROP

IN WITNESS WHEREOF, said grantor ha	
* IMPORTANT NOTICE: Delete, by lining out, whichever warrant not applicable; if warranty (a) is applicable and the benefician as such word is defined in the Truth-in-Lending Act and Reg beneficiary MUST comply with the Act and Regulation by mor disclosures; for this purpose, if this instrument is to be a FIRST the purchase of a dwelling, use Stevens-Ness Form No. 1305 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. with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)	vis a creation KEVIII G. WEILS ulation Z, the sking required lien to finance or equivalent; e the purchase
STATE OF OREGON, /	STATE OF OREGON, County of factured) 55.
County of Meefamer)ss.	Jac 31 , 198 to a 11 - +
Jon 3/ 19.82	Personally appeared Racian A). In each and
Personally appeared the above named	who, each being lirst
	duly sworn, did say that the former is the president and that the latter is the
Kevin G; Werts	secretary of
ment to be 0 in 19 Before me: D D D Before me: D D D D	a corporation, and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:
(OFFICIAL Torregel J. Beble	
SEAL) Notary Public for Oregon My commission expires:	Notary Public for Oregon (OFFICIAL SEAL) My commission expires:
trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evic said trust deed or pursuant to statute to reconvery.	Il indebtedness secured by the foregoing trust deed. All sums secured by said y are directed, on payment to you of any sums owing to you under the terms of dences of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed the ice and documents to
	D - <i>M</i> -
	Beneficiary
De not lose or destroy this Trust Deed OR THE NOTE which it se	cures. Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON, ss.
CHARLEN THE FORM No. (881) THE FIGURE AND THE	generative suggests the state of County ofKLalla Ch
STEVENS.NESS LAW PUB. CO., PORTLAND, ORS.	I certify that the within instru- ment was received for record on the
	12 day of Feb. 19.82.
An and the second s	at. 12:54. o'clock P M., and recorded
	SPACE RESERVED in book/reel/volume NoM82on
Grantor	FOR page1882or as document/fee/file/
	RECORDER'S USE instrument/microfilm No9135
	Record of Mortgages of said County.
Beneticiary	Witness my hand and seal of
AFTER RECORDING RETURN TO	County affixed.
First wedern Title	Evelyn Biehn County Clerk.
60, Box 1181	Du Daysolle Luce Deputy
Bend Ongon 97701	15 ICA DECO By Dycerrie Court Deputy