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## TRUST DEED

	TANOT		Tuly	, 1982, between
), v la	mille TPIIST	DEED, made this27thday of .	Rose	
<b>3</b> )	THIS TROUB	DEED, made this 27th day of Mitchell D. Rose and Stephanie S.		Trustee and
		Mitchell D. Rose and Stephen Transamerica Title Company Angelo Doveri		, as 1140100, 1
as G	rantor,	Angelo Doveri		

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

Lot 5, Block 5 Pine Grove, Ponderosa First Addition South 10 feet of Lot 8 South 10 legs of 100-1700-1301

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 protits thereof and all tixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

Ten Thousand and no/100 ----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes 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
and repair; not to remove or demolish any building or improvement thereon;
not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike
2. To comply of the property of the constructed, damaged or
manner any building or improvement which may be constructed, damaged or
destroyed thereon, and pay when due all costs innote therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to
tions and restrictions affecting statements pursuant to the Uniform Commerjoin in executing such innancing statements pursuant to the Uniform Commertical Code as the beneficiary may require and to pay for liling same in the
by filing officers or searching agencies as may be deemed desirable by the
beneficiary.

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the public officers of the property of the pro

decree of the trial court. See any personable as the beneficiary so our shall adjudge reasonable as the beneficiary so our shall adjudge reasonable as the beneficiary shall be taken it is mutually agreed that:

It is mutually agreed that:

In the event that any portion of any portion of the monies payable right if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the monies payable right, it is on such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary it is tupon any reasonable costs and expenses and attorney's fees, applied by; if itst upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, meccessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such companies of the payment of its lees and presentation of this deed and the note for incurrence of the payment of its lees and presentation of this deed and the note for incurrence of the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge spatial or any part of the property. The thereof; (d) reconvey, without warranty, all or any part the property. The services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in this paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the property of the services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less thereof, in the paragraph shall be not less the paragraph shall be not less than \$5 services mentioned in the paragraph shall be not less the property. The paragraph shall be not less th

ney's lees upon any indeptedness secured instead, and in the ficial may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or property, and the application of default hereunder or invalidate any act done pursuant to such notice.

waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon delault 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 for close this trust deed event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to green close this trust deed by a decrease and cause to be recorded his written notice of default and his election thereby, whereupon the trustee shall ix the time and place of sale, give notice hereby, whereupon the trustee shall ix the time and place of sale, give notice thereby and the provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale them after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by trustee for the trustee's ale, the grantor or other person so privileged by trustee for the trustee's ale, the grantor or other person so privileged by trustee for the trustee's left principally control of the princeeding the amounts provided by law) other truster and attorney's lees not enforcing the amounts provided by law) other trusters and attorney's lees not enforcing the amounts provided by law) other trusters and attorney's lees not enforcing the amounts provided by law) other trusters and attorney's lees not enforcing the amounts provided by law) other trusters and attorney's lees not enforcing the amounts provided by law) other trusters and attorney's lees not enforcing the amounts provided by law) other trusters and patches of the sale shall be delaunt, in which event all foreclosure proceedings shall be dismissed by the default, in which event all foreclosure procee

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 may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee, but including the frusten shall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the bolligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (3) it and the payment in the order of their priority and (4) the surplus, if any, to the gruntor or to his successor in interest entitled to such surplus, if any, to the gruntor or to his successor in interest entitled to such surplus.

surplus, it any, to the grunter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, conveyance and duties conferred upon any trustee herein named or appointed powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written hereinnent executed by beneficiary, containing reference to this trust deal and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in the office of the County and its place of record, which when the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, tluly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, 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 Oregon State Bar, a bank, trust company or the United States, a fittle insurance company authorized to insure title to real resolution authorized to do business under the lows of Oregon or the United States, a fittle 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

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), nurposes.

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

purposes.

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 personal 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 feminine 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 lining out, whichever warranty (a) or (b) is applicable; if warranty (a) is applicable and the beneficiary is a creditor not such a constant of the constant of mitchel O for STATE OF OREGON, (ORS 93.490) County of Klamath STATE OF OREGON, County of July 27, , , 19 82 Personally appeared the above named Mitchell D. Rose and ..... , 19...... Personally appeared Stephanie S. Rose duly sworn, did say that the former is the..... who, each being first C. WHO CO. president and that the latter is the..... secretary of ..... and acknowledged the toregoing instru-ment to be their voluntary act and deed. 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 behalf of said corporation by authority of its board of directors; and deed.

It is a comparable to be its voluntary act Before me: Competato Figuria & Comady Before me: Notary Public for Oregon My commission expires: 7/23/85 My commission expires: (OFFICIAL SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noticer of an indeptedness 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 trust deed have been fully paid and satisfied. You nereby 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 said trust deed or pursuant to statute, to cancel all evidences of indeptedness 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 DATED: ..... Do not lase or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, County of ......Klamath ss.

	Carried Carrie
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" An Angles	
	Grantor
	***************************************
Markett, sa	
	***************************************
AFTER	Beneticiary ECORDING RETURN TO

SPACE RESERVED FOR RECORDER'S USE

I certify that the within instrument was received for record on the day of July ...., 19. 82, a3:40 .....o'clock P. M., and recorded in book/reel/volume No...M.82.....on page...97.35.....or as document/fee/file/

instrument/microfilm No. 14061 ...., Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn	County Clerk
Fee \$8.00	Deputy