11516 @ Mar Anda Day

3028 S. 644		TRUST DEED	au MXZ Land	THE PERSON NAMED IN COLUMN
Sathis trust	DEED, made this	24 day of	August , 1	982., betweer
John (G. Dolenshek and	Marietta Dolenshek		<u> </u>
as Grantor, Tr	ansamerica Title	InsuranceCompany	,	as Trustee, and
Sul	burban Finance Co	mpany		
as Beneficiary,	en e	L.Nav		
		WITNESSETH:	Carrier and the second of the second	

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 47 as shown on the map entitled "Fair Acres Subdivision No. 1" filed May 7, 1927 in Book 6 at page 140 in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion as described in the deed to the County of Klamath recorded December 2, 1963 in Volume 349 at page 474 in the office of the County Clerk of Klamath County, Oregon.

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 connection with said real estate.

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

sum of Eleven-Thousand-Three-Hundred-Ten 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 hereol, if

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 manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary my require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously existing in the searches made of the continuously existing in the contin

ioin 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 by liling officers or searching agencies as may be deemed desirable by the beneliciary. Desire the continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneliciary may from time to time require, in an amount not less than \$... written in companies acceptable to the beneliciary, with loss payable to the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneliciary at least litten days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneliciary may procure the same at grantor's expense. The amount-collected under any lire or other insurance policy may be applied by directly dependent of the continuous of the continuous continuous

(a) consent to the making of any map or plat of said property; (b) join in francing any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property; the francise in any reconveyance may be described as the "person or persons legally entitled thereto; and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for 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 rents, issues and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine, upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other 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 waive any default by grantor in payment of any indebtedness secured pursuant to such notice.

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 declare all sums secured hereby immediately due and payable. In such an event the beneficiary at the event mediately due and payable. In such an event the beneficiary at his electrom proceed to toreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then 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 ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 auction to the highest bidder lor cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property, as sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of last shall be conclusive proof of the truthfulness thereof. Any person, 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 shall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

surplus. It any, to the granter of 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 hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recarder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly 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 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 Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the lows 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.

/Fee/\$8.00

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.

Suburban Finance Company

Klamath Falls, Oregon 97601

3928 S. 6th

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, tamily, household or agricultural purposes (see Important Notice below),

(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 pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and whenever the context so requires, 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 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 not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-lending Act and Regulation Z, 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, County of STATE OF OREGON, County of Klamath Personally appeared who, each being first Personally appeared the above named
John G. Dolenshek and
Marietta Dolenshek duly sworn, did say that the former is the...... president and that the latter is the..... secretary of a corporation, and that the seal affixed 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 each of them acknowledged said instrument to be its voluntary act and acknowledged the toregoing instrument to be voluntary act and deed. and deed. Before me: Beforé me: (OFFICIAL OFFICIAL With wy Mount Notary Public for Oregon SEAL) (OFFI My commission expires: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 TO: trust deed have been tuny paid and satisfied. The deleting 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: Beneficiary of the Camby Chork of Manath County, Oregon. Do not lose or destroy this Youst Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made EXCREMING THEREFORE that parties as described in the december that the Country RUST DEED and the transport of the trans TRUST DEED I certify that the within instrument was received for record on the l day of Sept 19 82 John G. Dolenshek at 10:45 o'clock AM., and recorded in book/reel/volume No. MB2 on Marietta Dolenshek page 11516 or as document/fee/file/ SPACE RESERVED Grantor instrument/microfilm No. 15146 Control RECORDER'S USE Record of Mortgages of said County. Suburban Finance Company To Tuantance Company ud Martieffe Injulation Witness my hand and seal of County affixed. Evelyn Biehn County Clerk AFTER RECORDING RETURN TO Some Me Olive Deputy