23978	TRUST DEED		ME3 Fage
	27th day of	May	<u>19<sup>8</sup>3</u> , between
Thomas C. Wilbern and be			as Trustee, and
s Grantor, MOUNTAIN TITUE S	197.H. KH14. J	- formai an corr	oration
Pacific Standard Life Ir	isurance Company,	a loreign corp.	oration
as Beneficiary,	WITNESSET	H:	the property
Grantor irrevocably grants, bargan KlamathCounty	ins, sells and conveys i	to trustee in trust,	with power of sale, the property
Lot 13, Block 2, TRACT according to the offic Clerk of Klamath Count	lai plat thereor .	in the City of on file in the	Klamath Falls, office of the County
together with all and singular the tenements, now or hereafter appertaining, and the rents, i			a second and narment of the
tion with said real estate. FOR THE PURPOSE OF SECURING	G PERFORMANCE of each	00	
	Dolla	grantor, the final pay	on according to the terms of a promissory ment of principal and interest hereof, if
not sooner paid, to be due and payable The date of maturity of the debt secure becomes due and payable. In the event the w sold, conveyed, assigned or alienated by the then, at the beneficiary's option, all obligation herein, shall become immediately due and pay- the above described real property is not c	d by this instrument is the within described property, o grantor without first hav, ns secured by this instrume able. wrrently used for agricultural,	<ul> <li>date, stated above, of r any part thereol, or ing obtained the writte- ent, irrespective of th timber or grazing purpo</li> </ul>	any interest therein is sold, agreed to be en consent or approval of the beneficiary, he maturity dates expressed therein, or ses.
To protect the security of this trust de 1. To protect, preserve and maintain said pro- and repair; not to remove or demolish any building not to commit or permit any waste of said property. 2. To complete or restore promptly and in manner any building or improvement which may be destroyed thereon, and pay when due all costs incurred destroyed thereon, and pay when due all costs incurred destroyed thereon, and pay when said property; if the b	ed, grantor agrees: operty in good condition france france france food and workmanlike constructed, dama&ed or lations, covenants, condi- seneliciary, so requests, 10 time	nting any easement or cr. ordination or other agreen reol; (d) reconvey, withous inter in any reconveyance ally entitled thereto." and conclusive proof of the tr vices mentioned in this para to the point of the tr vices mentioned in this para 10. Upon any default to without notice, either i without notice, and with	eating any restriction thereads the line or charge ment allocing this deed or the line or charge at warranty, all or any part of the property. The st warranty, all or any part of the property of the residual stheren of any matters of here shall untilulness thereof. Tusters free for any of the strand state of the stand state of the standard between the stand state of any in person, by a sent or by a treewer to be ap- nout regard to the adequacy of any recent one of the state of the standard of the state of the bout regard to the adequacy of any recent ones.
cial Code as the benchmark as well as the cost of proper public officers or searching agencies as may be by filing officers or searching agencies as may be	of all lien searches made the deemed desirable by the erty issues the buildings less	y or any part thereof, in	red, enter upon and take possessing of star point its own name sue or otherwise collect the same, those past due and unpaid, and apply the same, erration and collection, including reasonable attor fness secured hereby, and in such order a ben-
by limit differences of the said premises again 4. To provide and continuously maintain in the said premises again and such often and saids as the hendling figs from an amount had has than a trutter way figs companies accentable to the beneficiary, with loss j companies accentable to the delivered to the benefi- policies of insurance shall be delivered to the benef- policies of insurance in the delivered to the benefi- policies of insurance in the delivered to procure as	payable to the latter; all col	11. The entering up llection of such rents, issu	on and taking possession of said property, the rest and profits, or the proceeds of the and other sation or awards for any taking or dimage of the sation or awards for any taking or dimage of the
if the grantor shall fail for any reason to procure a if the grantor shall fail for any reason to procure a	any such insurance and to pro- a days prior to the expira- wa -locad on said buildings, pu	irsuant to such notice.	t indutedness secured
tion of any policy of manufacture the same at granton the beneliciary may procure the same at granton collected under any fire or other invutance policy no ciary upon any indebtedness secured hereby and in may determine, or at option of beneliciary the enti- may part thursof, may be releaded to grantor. Such any part thursof, may be releaded to grantor. Such not cure or waive any default or mutice of default h not cure or waive any default or mutice.	r's espense. The about in a beneficiary he such order as beneficiary he re amount so collected, or application or release shall in a terenuler or invalidate any and the such solution and the public	steby or in his periormance eclare all sums secured hi vent the beneliciary at his a equity as a mortgage or divertisement and sale. In a secure and cause to be rec-	reby immediately due and payable in such and election may proceed to loreclose this trust died by direct the trustee to loreclose this trust died by the latter event the beneficiary or the trust-half the latter event the beneficiary or the trust- orded his written notice of default and her election orded his written notice of default and her election real property to suitaly the obligations required
tails, assessments and other charges that may be - against said property before any part of such tai charges become past due or delinquent and prompt to beneficiary; should the grantor hall to make pay to beneficiary; should the grantor hall to other charges	levied or assessed in other the rest assessments and other the second of any taxes, assess- payable by grantor, either with toneds with which to the	hereol as then required by hereol as then required by he manner provided in ORS 13. Should the bene hen alter delault at any t	y has and proceed to hirtchive this that a dealer \$ 86.740 to 86.795. Gicary elect to breechose by advertisement at dealer ime prior to five days before the date set by the or the drantor or other person so privileged by the the drantor or other person so privileged by
by direct payment henriciary may, at its optio	on, make payment thereof. If et forth in the note secured G paragraphs 6 and 7 of this for	DRS 86.760, may pay to ively, the entire amount the obligation secured thereby	the beneficiary or his successors in interest and the hen due under the terms of the trust deed and the (including costs and expenses actually incurred in obligation and trustee's and attorney's less not ex- obligation and trustee's and attorney's less not ex- ded by law) other than such portion of the prim- ded by law) other than such portion of the prim- ded by law) other than such portion of the prim-
and the amount stipling, but the obligations described in thereby, together with the obligations described in a part of the base of the ba	of the debt security by the	reding the amounts provi-	had no default occurred, and thereby con-
and the amount of plants obligations described in t hereby: together with the obligations described in t trust deed, shall be added to and become a part of trust deed, without waiver of any rights arising t trust deed, without waiver of any rights arising t covenants hereol and for such payments, with inter covenants hereol and for such payments, with inter erty hereinbefore described, as well as the grant- esty hereinbefore described, as well as the grant- esty extent that they are bound for the payment same extent that they are bound for the payment to a state of the trust of the state of the state of the state same extent that they are bound for the payment shall be immedia	in the deal science of any of the event because of any of the event of any of the event of the obligation herein at of the obligation herein at they due and payable with- tee option of the beneficiary.	tipal as would not then be the default, in which even the trustee. 14. Otherwise, the	e due had no delault occurred, and invoso by it all loreclosure proceedings shall be dranssed by sale shall be held on the date and at the time and nice of sale or the time to which said sale may nice of sale or the time to which said sale may
and the amount so just consistent of the obligations described in 1 bereby, together with the obligations described in 1 trust deed, shall be added to and become a part of trust deed, without waiver of any rights arising f covenants hereof and for such payments, with inte- covenants hereof and for such as well as the frame.	the dual sectors of any of the e- rest as aforesaid, the prop- erst as aforesaid, the prop- erst as aforesaid, the prop- erst of the obligation herein to the obligation herein to herein the hereiticiary, iately due and payable and this trust including the cost inners of the trustee incurred and trustee's and attorney's the obligation herein to the obligation herein to the obligation herein to the obligation herein to herein the obligation herein the obligation herein to herein the herein to herein the obligation herein to herein the herein to herein the h	seeding the ambuns peers light as would not then b the default, in which even 14. Otherwise, the i place designated in the m be postponed as provided in one parcel or in separ- auction to the highest bid shall deliver to the purch the property so sold, but the property so sold, but	be due had no default occurred, and thereby a by at all foreclosure proceedings shall by discussed by

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surplus, it and, to the knamer of to institute induction that have been been as the second of the second by law been been as the been been as the second been and the second been as the second been and the second been as the second been as the second been as the second been and the second been as the second been as the second with all the concession to second the second been as the second with all the concession to the second been as the second been as the second with all the powers and duties conferred upon any trustee been and be been as the second been as

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 676.585.

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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 (oven if grantor is a natural porson) are for business or comparcial 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 terminine 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.

Thomas C. Wilbern Beth

(If the signer of the above is a corporation, use the form of acknowledgment opposite.) ) ss. STATE OF OREGON, County of STATE OF OREGON, County of Klamath **, 19**. . , 19 83 and Personally appeared May 27 who, each being lirst Personally appeared the above named Thomas C. Wilbern and duly sworn, did say that the former is the Beth C. Wilbern 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 deed. -. ی **در منبع میرمد** در در ا acknowledged the loregoing instru-1 Bolore me:. voluntary act and deed. ment to be Ì l Before me: L, son Notary Public for Oregon (OFFICIAL SEAL) (OFFICIAL Notary Public for Oregon SEAL) My commission expires: My commission expires: 1831

REQUEST FOR FULL RECONVEYANCE

, Trustee

To be used only when abligations have been poid.

TO:

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

Do not loss 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 ofKlamath
STEVENS-NESS LAW PUB. CO., POPTLAND. ORL.	SPACE RESERVED FOR RECORDER'S USE	was received for record on the .27day of
Beneficiary	•	County affixed.
AFTER RECORDING RETURN TO	8.00 fee	By Mult County Clerk