31070

101.1183 Page 20458

DEAN H. FLOHR and CONSTANCE J. FLOHR, husband and wife November

as Grantor, MOUNTAIN TITLE COMPANY INC.

THIS TRUST DEED, made this

RHODA HARNDEN and JULIE EVANS, not as tenants in common, but with the right

as Beneficiary,

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

The 3 of Block 37, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath

Beginning at the most Northerly corner of Lot 3, Block 37, HOT SPRINGS ADDITION to Klamath Falls, Oregon; thence South 61° 42' West along the line between Lots 2 and 3 of said Block 37, a distance of 87.5 feet; thence South 28° 18' East, one foot; thence North 61° 12' East 87.5 feet to the Northeasterly line of said Lot 3; thence North 28° 18' West, one foot to the point of beginning, being a portion of Lot 3, Block 37, Hot Springs Addition to Klamath Falls, Oregon.

together with all and singular the tenements, hereditaments and appurenances 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 FIFTY SEVEN THOUSAND AND 00/100 (\$57,000.00)

not sooner paid, to be due and payable ... November 20

The date of maturity of the debt secured by this installment is the date, stated above, on which the final installment of said note 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;

2. To complete or restore promptly and in good and work-mained destroyed thereon, and pay when due all costs incurred therefore, amaged or all the said property; in the said property in the said property; in the said property in the beneficiary so requests, to cial Code as the beneficiary so requests, to cial Code as the beneficiary may require and to pay for tiling same in the by lifting officer or offices, as well as the cost of all lien searches made beneficiary.

tions and restrictions allecting said property; it the baneticiary to request in inancing statements pursuant to the Uniform Commercial Code certifing such linancing statements pursuant to the Uniform Commercial Code certifing such linancing statements against the pay for liling same in the proper public officer or offices, as well as the to pay for liling same in the property of the state of the pay for the property of the property of the state of the pay for the property of the property of the state of the state of the pay for the state of the pay for the pay for an amount of the hasards as the penalticiary and such companies acceptable as \$\frac{1}{2} \text{LLLL} \text{Vog all payed} to the latter; and an amount of the hasards as the penalticiary, with loss payable to the latter; and an amount of the payed that \$\frac{1}{2} \text{LLLL} \text{Vog all payed} to the latter; and if the stantor shall fail for additive the beneficiary of the penalticiary become past due or delinquent of such taxes, assessments and penalticiary of the penalticiary of the penalticiary of the penalticiary become past due or delinquent of such taxes, assessments and penalticiary of the penalticiary of the penalticiary become penalticiary of the penal

(a) consent to the making of any map or plat of said property; (b) join in granting any exsement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge states of the property, without warranty, all or any part of the property. The described as the "person or persons be conclusive proof of the truthfulness thereof. Trustee's lees for any of the conclusive proof of the truthfulness thereof. Trustee's lees for any of the 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 pointed by 2 court, and without regard to the adequacy of any security for eff. or any part thereof, in its own name sue or otherwise collect the rents, less cost; and expenses of operation and collection, including reasonable attor-ficiary may determine.

11. The entering upon and taking possession of said property, and the application or release thereof on awards for any taking or damage of the waive any default or notice of default hereunder or invalidate any action or pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done 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 in equity as a mortigade or direct the trustee to foreclose this trust deed developed and sale. In the latter event the beneficiary or the trustee shall to self the said described real property to satisfy the obligations secured thereone as then required by law and proceed to foreclose this trust deed in the said the property of the said sale, give notice the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee of the trustee's sale, the grantor or other person so privileged by fively, the entire amount then due under the terms of the charter and then decured thereby (including costs and expenses actually incurred in ceeding the terms of the obligation and trustee's and attorney's fees not executed the amounts provided by law) other than such portion of the princeeding the terms of the obligation and trustee's and attorney's fees not exceeding the terms of the obligation and trustee's and attorney's fees not exceeding the terms of the obligation and trustee's and attorney's fees not exceeding 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 prinched default, in which event all foreclosure proceedings shall be dismissed by

the detault, in which event all foreclosure proceedings shall be dismisted 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 place designated in the notice of sale or the time to which said sale may in one parcel or in separate parcels and shall sell the parcel or parcels at shall sell the parcel or parcels at shall deliver to the purchaser its deal norm as required by law conveying the purchaser its deal norm as required by law conveying plied. The recitals in the deed of any matters of lact shall be conclusive proof the furthfulness 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 expenses of sale shall apply the compensation of the trustee and a reasonable charge by trustee's having recorded liens subsequent to the interest of the trustee in the trust ended 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. If 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 time appoint a successor or successors to any trustee named herein or to any conveyance to the successor trustee. Upon such appointment, and without successor trustee appointed herein any trustee herein named or appointment and duties conferred upon any trustee herein named or appointed instrument. Each such appointment and substitution shall be made by written and its place of record, which, when recorded in the office of the County shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and the successor trustee. acknowledged is made a public record as provided by law. Trustee is not frust or of any action or proceeding in which grantor, beneficiary or trustee trust or of any action or proceeding in which grantor, beneficiary or trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorn or savings and loan association authorized to do business under the laws of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States of may, who is an active member of the Oregon State Bar, a bank, first company or the United States, a title insurance company authorized to insure title to real or any agency thereof, or an escrow agent licensed under ORS 696.505, to 696.585.

**ZU459** 

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.

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The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: paypooex

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal icoresentatives, 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 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.

Wear A. Flohr

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

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	and			
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secre, ary of ... a corp ration, and that the seal affixed to the foregoing instrument is the corporty seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act

ment to be 1. their (OFFICIAL OF Nover Public for Oregon

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of ...

Personally appoared .....

duly sworn, did sty that the former is the ...... president and faat the latter is the ....

(OFFICIAL

and

.....who, each being first

My commission expires: 7/13

Before me:

क्षेत्रें प्राप्ति प्रकार केले

geasupsi.

The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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

DALED: Lot 3, thence North 61° 42' West 67.5 feet to the Morrange Line of and 1 of being 1 to 2; thence North 61° 42' Kest 67.5 feet to the Morrange Line of and 1 of 1 of 3; thence Morth 88° 18' West, are foot to the Morrange Line of and 1 of being line of the Morrange Line of and 1 of the Line of the Line of the Line of Line of the Line of Line of

to Klamath Falls, Origon; thence South 612 42" West along Do not lose 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.

FOR A LOSS

Grantor

Beneticiary

## TRUST DEED (FORM No. 881-1)

of survivorsidy

Rhoda Harnden & Julie Evans

eof on Tile in

gings vodition to the city state of oregon,

County of Klamath

I certify that the within instrument was received for record on the at.3:18 .....o'clock P...M., and recorded

Dean Al Flohr & Constance Jy Flohren generated to nue day of November ..., 19.83, SPACE RESERVED

> ..... FOR..... RECORDER'S USE

in book/reel/volume No.....M8.3.....on page 20458 or as document/fee/file/ instrument/microfilm No. 31070...., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY INC.

reopy werenes and amin

TRUST DEED Fee: \$8.00

minday of

Grantor green

dependence sa

Evelyn Biehn, County Clerk

02.022

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