FORM No. 881-Oragon Trust Dead Series-TRUST DEED

ASPEN M-27465 35781 100 Distor - de teles TRUST DEED

Vol. Mgu Page, 1984....., between

as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation

RODNEY N. MURRAY and MARIE D. MURRAY, husband and wife, with the right

as Beneficiary,

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

Lot 698, Block 104, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, na i j in the County of Klamath, State of Oregon. 「「読むの」

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

Then, at the beneliciary's option, all obligations secured by the presence of the end of the security of this trust deed, grantor without the herein, shall become immedially due and payable. This security of this trust deed, grantor agrees: 1.70 protect he security of this trust deed, grantor agrees: 3.70 complete or restore of said property. Solution of the common of the remain and property is not currently defined conditions at the common of the remain and property. The complete or restore of said property. Solution of the common of the remain and property is defined and the remain of the remain and property. The complete or restore of said property. Solution of the common of the remain and pay when due all costs may be constructed, damaged or call restored provem and pay when due all costs may be constructed. damaged or call costs and restored pay when due all costs may be constructed. damaged or call costs and restored pay when due all costs may be constructed. damaged or call costs and restored pay when due all costs may be constructed. damaged or call costs and restored pay when due all costs may be constructed. damaged or call costs and restored pay when due all costs may be constructed. damaged or call costs and restored on the said property may from Commer-proper public office or other said promises damage and as the cost of all lien search in the pay limit of the densities of the beneliciary. The provide and continuously maintain insurance on the buildings and such other shall hall for any reserve to the beneliciary as soon as institual policies of all process and such insurance and to the beneliciary and policies of the beneliciary as soon as institual influence of a said property and policy of insurance neover the same at an anount so the barries the same at an anount so the barries the same at an anount so the said premises dama place on asset buildings and such other provement while all the security and the secure and the same policy of an atrustance policy and insurance on the said premises da

decree of the trim court, kinned there are to pay and such as the pellaie court shall adjudge transonable as the beneficiary's or trustee's attor-ney's lees on such append. If is mutually agreed that: 6. In the sevent that any portion or all of said property shall be taken under the sevent that any portion or all of said property shall be taken is compression for such taking, which are in excess of the amount required to may all transmite costs, expenses and attorney's lees necessarily payable for nay all transmite costs, expenses and attorney's lees necessarily private the such attorney's lees, licitary in such indicate courts, necessarily private and attorney's lees, licitary in such granter all the balance amplied upon the indebtedness and executed by a grant at the balance applied to beneficiary and on such appendict as shall be necessary in obtaining such com-sonary any maximuments as shall be necessary in obtaining such com-sonary any maximum and pressing request. (briary, pay any time and trans time to time upon written request of bene-endorsement of its lees and presentation of this deed and the note loo the licity of any person for the payment of the indebtedness, trustee may

the delault, in which event all loreclosure 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 in one parcel or in separate parcels and shall sell the parcel or parcels and the postport of the time of sale. Trustee auction to the highest bidder to deal shall sell the parcel or parcels at shall deliver to the purchaser its dead in form as required by Larver and the postport so sold, but without any covenant or warranty, expressor is of the truthulness thereoit. Any person, excluding the trustee, but including the genetor and beneficiary, may purchase at the sale. 15. When trustes alls for any matters of lact shall be conclusioned the genetor and beneficiary may purchase at the sale. 16. When trustes of a being the trustee of the trustee by trustees cluding the compensation of the trustee and a reasonable charge by trustee attorney. (2) to the plication secured by the trust of the first by trustees deed as their interest may appress in the order of their priority and (4) the surplus. 16. For any reason permitted by law beneficiary may from time to

wave any detault or notice of delault hereunder or invalidate any act done 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 sumscendent his election may proceed to dorecelose this trust deed declare all sumscent hereby immediately due any hereby con-in equity as a minary at his election may proceed to dorecelose this trust deed by event the beneficiary at his election may proceed to dorecelose this trust deed by execute and cause to be for the latter event the beneficiary may execute and cause to be hereby immediate notice of delault here trustees hall to sell the said describbeorded his written notice of delault here the secured thereof as then required by wand proceed to loreclose this frust deed in hereby, whereupon the trust east property to satisfy the obligations accured thereof as then required by way and proceed to loreclose this frust deed in 13. Should the beneficiary clect to loreclose by advertisement and sale truste for the truste's the first and exposers on an environment obligation secured thereby (including costs and exposers in interiat; negro-obligation secured thereby (including costs and exposers actually incurred the delault, in which event all loreclose under that deed in or endorcing the terms of then big and trustee's and attorney's lees not as endorcing the terms of then be due had on the that such portion of the prime the delault, in which event all loreclose proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and here definited.

ney's less upon any indepretences secured integration of said property, liciary may determine. 11. The entering upon and taking possession of said property, collection guch rents, issues and profits, or the proceeds of lire and on insurance policies or compensation or awards for any taking or damage of waive any default or notice of default hereands or invalidate any act d pursuant to such notice. y, the other of the ure or done

STEVENS-NESS LAW PUBLISHING CO.

PORTLAND, OR. 977

....., as Trustee, and

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surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law baneliciary may from time to successor true a successor or successors to any trustee named herein or to any successor true a successor and the successor instee, the latter shaft by vested with all title conveyance to the successor trustee, the latter shaft by vested with all title hereinder. Each nucle appointed hereinder, the state shaft by vested with all title instrument executed appointment and substitution shall a maned or appoint and its place of record wareficiary, containing reference to the trust deed Clerk or Recorder of the context appointment of the successor frustee. 17. Trustee accepts if trust when this deed, duly resisted and obligated to notify any party here of as provided by law. Trustee are obligated to notify any party here of as provided by law. Trustee ded obligated to notify any party here of as provided by law. Trustee ded and be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the trustee hareunder 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 fille 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), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

Purposes. 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, execu-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 teminine 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 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 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; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Ward David Latourette Pamela Latourette Damela tousette (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of _____Klamath STATE OF OREGON, County of April 20, 19 84 Personally appeared the above named....., 19_____) ss. Personally appeared David Latourette and Pamela Latourette duly sworn, did say that the former is theand who, each being first president and that the latter is the مرد المراجع المرجع secretary of and acknowledged the foregoing instru-And acknowledged the toregoing instru-ment to be. Elieir voluntary act and deed. COFFICIAL SEAL) & Hene Addington Notare Public tor Oregon Nov commission expires: < 22.24..... 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 behalt of said corporation by authority of its board of directors; and deed. Before me. 8.04 1 My commission expires: 3-22-85 Notary Public for Oregon 1010 My commission expires: (OFFICIAL SEAL) REQUEST FOR FULL RECONVEYANCE REQUEST FUX FUX 8 e. 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 notice of an indeprediess secured by the foregoing thust 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 nave been tuily paid and satistied. 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 cancer an evidences or indeprediences secured by said trust deed (which are derivered 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: 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 - 200 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. TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB: CO., PORTLAND, STATE OF OREGON, County of Klamath ss. David Latourette I certify that the within instrument was received for record on the 20thay Pamela Latourette Apr11 ,19 84 Grantor SPACE RESERVED Aspen Title & Escrow, Inc.

of ______ADL_L______AM_, and recorded in book/reel/volume No. ______M84_____on page _______OT as fee/file/instru-______35781 FOR RECORDER'S USE ment/microfilm/reception No. 35781, Record of Mortgages of said County. Beneficiary AFTER RECORDING RETURN TO Witness my hand and seal of Aspen Title & Escrow, INc. County affixed. te dite Klamath Falls, Oregon 97601 Evelyn Biehn, County Clerk

Smith.

TITLE

.... Deputy

By HAM

18022 ACED Fee: \$8.00

600 Main Street