38546

==-284-38:00 . 11.

38546	TRUST DEED	Vol. 184 Page 11472
	FFD made this 15th day of	June , 19.84 , between
THIS TRUST D	W1	Julia

as Grantor, Rogue Land Title Company , as Trustee, and NEW CASTLE ENTERPRISES COMPANY

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

Lot 1, 2, 3 Blk 13; and

Lot 19, 20 Blk 10 of the Sprague River addition

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Q-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 lixtures now or hereafter attached to or used in connection with said and relate. now or necessive approximate.

Setion with said real estate.

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

(Eight Thousand)

sum of \$8,000.00

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

To protect the security of this trust deed, grantor agrees.

I To protect, preserve and maintain said property in good condition
and repair; not to remove or demolish any building or improvement thereon;
not to consider or permit any waste of said property.

To comply the ar restore promptly and in good and workmanlike
manner any building or improvement which may be constructed, damaged or
destroyed thereon, and pay when doe all costs incurred therefor.
To comply with all laws, ordinances, regulations covernants, conditions and restrictions attenting said property; if the henciciavy to request, to
foin in executing such linancing statements pursuant to the finition Commicial Code as the henciliciary may require and to pay for thing some in the
proper public office or offices, as well as the cost of all lien searches male
by thing officers or searching agencies as may be deemed desirable by the
henciciaty.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions attecting said property; if the beneficiary so requests, to join in exerciting web linancing statements amount to the Uniform Commercial Code as the beneficiary may result and to pay to filing same in the 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 beneficiary may remained insurance on the buildings row or hereafter erected on the said premises adainst loss or damage by fire and such other hazards as the beneficiary may from time to time require, in companies acceptable to the beneficiary may from time to time require, in companies acceptable to the beneficiary with loss payable to the latter, all policies of insurance and in beneficiary at least filtern days prior to the latter, all relates of insurance shall toll for any reason to precure any such insurance and if the grantor shall toll for any reason to precure any such insurance and continuously maintended to the beneficiary at least filtern days prior to the first collected under shall not only insurance may not hereafter placed on surance in the beneficiary may produce the same at granter's expense. The amount the beneficiary may produce the same at granter's expense. The amount of the beneficiary is the entire amount of any particles of the manufacture of the payable to the insurance policy may be applied by beneficiary may defect only in the beneficiary the entire amount of alletted, or may defect only in the beneficiary and the same at grant and any part of the payable to natice of default hereunder or invalidate any not cure or active any defend to natice of default hereunder or invalidate any active any part of such ranse appropriate or invalidate any active and to active any defend or national propriate or such appropriate or providing beneficiary such appropriate or providing beneficiary in the payable of the payable of the payable of the providing b

pellate court shall adjudde reasonable as the beneficiary's or trustee's atterney's fees on tach appeal.

It is mutually affeced that:

It is mutually affeced that is a feel to require that all or any portion of the monies provided to compensation to such taking, which are in excess of the amount required as compensation to such specially, which are in excess of the amount required to pay all reaction to such proceedings, shall be paid to beneficiary and incurred by containing many reasonable costs and expense and atterneys the supplied to the first and appellate courts, measonable unid or incurred by beneficiary in order accordance, and the balance applied upon the indebted the ficure in order accordances, and the balance applied upon that accordance secured bready; and grantor afters, at its own expense, to take such accordance events such instruments as shall be necessary in abtaining such compensation, approached, upon beneficiary's required upon written request of beneficiary, pennet of its less and presentation of this deed and the nore larged such as a personal content of the indebtedness, trustee may the linking of any person for the payment of the indebtedness, trustee may

in) consent to the making of any map or plat of said property; (b) Join in granting any easument or creating any restriction thereon; (c) Join in any subordination or other agreement afterting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person of leadily entitled thereto," and the treatists thereof any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustees been not any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustees been any of the services mentioned in this paragingth shall be not less than \$5.

10. Upon any default by grantor hereinder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be no pointed by a rourt, and without regard to the adequacy of any security of 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 rust, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including treasonable atterneys less upon any indebtedness secured hereby, and in such order as here-licity may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or meants for any taking or demands of the property, and the application or release therety as noticed, shall not our waive any default or notice of default hereafted as altereals, shall not our waive any default or notice of default hereafted as altereals, shall not our points in his bottom of the property in the property of the property in the property of the property in the property of the profits of the prof

pursuant to such notice.

12. Upon default by franter in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby monochately due to herebyse this trust deed event the beneficiary at his election may proceed to herebyse this trust deed by in equity as a mortgage or direct the trustee to function or the trustee shall excite ment and sale. In the latter event the beneficiary or the trustee shall excite and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election to sell the said described real property to suitly the obligations secured to sell the said described real property to suitly the obligations secured hereby, whereupon the trustee shall his 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.

the manner provided in ORS 86.740 to 86.785.

13. Should the beneficiary elect to berelose by advertisement and sile then after default at any time prior to five days before the date set by trustee for the trustee's sile, the fanator or other person so privileged by ORS 86.760, may part then did not not successors in interest, respectively, the entire amount due under the terms of the trust deed and the fively, the entire amount 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 cost fixed trustee's and attorney's fersenor exceeding the amounts the order by law) other than such portion of the pricipal as would not then be due had no default occurred, and thereby cure the default, in which event all torchoure proceedings shall be dismissed by the trustee.

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 desiduated in the notice of sale or the time to which said sale may be postported as provided by law. The trustee may sell said property either in the highest bidder for cash, payable at the parcel or parcels at sale and the time of sale. Trustee the sale deliver to the purchaser its dred in form as required by law conveying shall deliver to the purchaser its dred in form as required by law conveying property to sold, but without any covenant or wateranty, express or including the rectular in the deed of any matters of fact shall be conclusive proof life. The rectular in the deed of any matters of fact shall be conclusive proof life truthfulness thereof. Any person, excluding the trustee, but including the kennel of the dead of the payable of the property of the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable which by trustee attorney. (2) to the obligation secured by the trust deed, as their interests may appear in the order of their privaty and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

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

16. For any reason permitted by law heneficiary may from time to time appoint a successor or successors to any trustee named herein or to now successor trustee appointed hereinder. Upon such appointment, and without conversance to the successor trustee, the latter shall be noticed with all thou conversance to the successor trustee, the latter shall be made or appointed proceeding the successor trustee, the latter shall be made by which of the successor trustee and duties conferred upon any trustee herein caused or appointed proceeding the successor trustee and intrinsing electrons and by beneficiary, containing release to this trust dead intrinsing electrons of the country and the successor trustee. Clerk or Recordes of the country or countries in which the property is situated, while be conclusive reset of moper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, drive executed and inchnowledged is made a public record as worship? See Trustee is not obligated to notify any party hereby or growing also acceptancy or trustee shall be a party unless such action or proceeding is brought by trustee.

MOJE: The loss Deed Act provides that the trattee hereinder near be either an attainer, who is an artise member of the Origina Bate Box, a book, trust tompony or consequences are consequenced to allow business under the laws of Oregon or the United States, a title insurance company enhanced to do business under the laws of Oregon or the United States, at title insurance company enhanced under 695 696.505 to 666.535, properly of this state, its subsidiences, attitutes, agents or branches, the United States or any agency thereof, or an enrow agent humanic under 695 696.505 to 666.535.

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

(a)* primarily for granter's personal, family, household or agricultural purposes (see Important Notice below),

(b) der an organization, or (even-it granter is a manaral person) are for business or commercial 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 tepresentatives, 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 leminine 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 ward 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 apposite.)

STATE OF OREGON.

County of Josephine

, 19 Personally appeared the above named William S. Snyder

ment to be his voluntary and

(OFFICIAL Sulvey Lee SEAL)
Notiny tiblic for Oregon

My commission expires:

STATE OF OREGON, County of

Personally appeared

and

who, each being first

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 behalt of said corporation by authority of its board of directors; and deach of them acknowledged said instrument to be its voluntary act and deed. Before me.

. 19

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE To he used only when obligations have been paid.

TO:

..., 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 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:

. 19

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

TRUST DEED

(FORM No. 881) STEVENS NESS LAW PUB CO . PORTI

William S. Snyder P. O. Box 506 Klamath Falls, OR 97601 Granto

NEW CASTLE ENTERPRISES CO.

Beneficiary

AFTER RECORDING RETURN TO

NEW CASTLE ENTERPRISES CO. 233 S.E. Rogue River Hwy Suite 200 Grants Pass, OR 97526

SPACE RESERVED FOR RECORDER'S USE STATE OF OREGON,

The state of the s

County ofKlamath.....

I certify that the within instrument was received for record on the .6th .. day July ,19 84, at 4:08 o'clock P.M., and recorded in book/reel/volume No. M84 on page 11472 or as fee/file/instrument/microfilm/reception No. 38546 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk ByDeine

Fee \$8.00

1.00