.., 19 84 , between ASPEN TITLE & ESCROW, INC., an Oregon corporation BILL J. RHOADES and VIVIAN J. RHOADES, husband and wife with the right of survivorship as Beneficiary, ..., as Trustee, and

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

Lot 7, Block 8, FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, 120 STATE OF 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

as or prairies this field Dood On the HOLL which it socures, both must be gethered to

sum of THIRIY THREE THOUSAND FIVE HUNDRED AND NO/100

(\$33,500.00)

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of the terms of a promissory of the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of soid, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or notact the security of this trust deed drantor adress.

(a) consent to the makins of any man or plat of said property: (b) join in

Ine above described real property is not currently used for agricus. To protect the security of this trust deed, grantor agrees:

In protect preserve and maintain said property in good condition and repair, not to remove or demolish any building property. To complete or troop promptly and in good and workmanlike any building or improvement which may be astructed, damaged or destroyed thereon, and pay wherether all costs incurred therefor.

In comply with all laws, ordinances, regulars, overants, conditions and restrictions altering said property; if the beneficiary so requests, only in a require and to pay to the proper public of the beneficiary marked property. The proper public same in the proper public office or offices as well as the cost of liting same in the by, liling officers or searching agencies as may be deemed desirable by the

join in executing on allecting said, oddinances, regulations, covenants, condicial Code as the uniform comment of the beneficiary components and the medicary may require a pursuant to the Uniform commentation of the proper public office of seasons are as may be desired desirable by the proper public office of seasons are as may be desired desirable by the proper public office of seasons are as may be desired desirable by the proper of the seasons are as may be desired desirable by the companies acceptable to the beneficiary and the office of the season of

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other afterement affecting this deed or the lien or charge thereof; (d) recovery, without warranty, all or any part of the property. The charge feature in any recovery, without warranty, all or any part of the property. The property is the conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Agantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security for time without notice, either in person by fact or by a receiver to be appointed by a court, and without regard to the adequacy of any security for any part face of, in its own name sue or otherwise collect the rents, new and expenses of operation and collection, including apply the same, ficiary may determine, in some name sue or otherwise collect the rents, new a fees upon any determine, determine, and taking possession of said property, and the property, and the property and the property and the property, and the property and the property, and the property, and the property, and the property or release thereof as alorexaid, shall not cure or pursuant to such notice of default hereunder or invalidate any act done pursuant to such motice.

In the continuous property of the property of the property and the property and the property and the property of th

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced to colosure by advertisement and sale, and at any time prior to 5 days before the date the trustee scale, the grantor of any other person to privileged by ORS 18.753, may cure still educate or defaults. It the default or many other the default or default or default and the default or default and the default may be cured by paying the trust deed, the creating amount due the time of the default may be cured by paying the person of them be due had the time of the default may be cured by paying the person of the default that is capable of the default of the default that is capable of defaults, the person deed, in any case, in addition to curing the default or and expenses actually incurred in enforcing the obligation of the default or and expenses actually incurred in enforcing the obligation of the trust deed to see the obligation of the trust deed by law.

14. Otherwise, the sale shall be held on the data and the trust deed to the default on the data.

together with trustee's and attorney's less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the police, of sale or the time to which said sale may be proposed as provided by law. The trustee may sell said property either and parcel or in separable parcels and shall sell the parcel or parcel and shall sell the parcel or parcels at the shall deliver to the highest bidde for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in torm as required by law conveying the trustee to the purchaser its deed in torm as required by law conveying of the trustee that the parcel of the trustee sells and the grant of the purchaser and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee cluding apply the proceeds of she to payment of (1) the expenses of sale, inhall apply the proceeds of the trustee and a reasonable charge the compensation of the trustee and a reasonable charge to the payment of (2) the confidence of the trustee and a few conversation of the conversation of the conversation of the c

surplus. It any, to the general or he his successor in interest entitled to such surplus.

16. Beneficiary may from time to time apoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shippointment, and without conveyance of the successor property of the successor in the successor frustee herein named or appointed little, powers and dule successor and substitution shall be made by written instrument executed by beneficiary, which the property is situated, shall be conclusive proof of proper counties in the mortgage records of the county by beneficiary, of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and seasons well as made a public record as provided by law. Trustee is not obligated to notity any party hereto of pending sale under any other deed of shall be a party unless such action or proceeding in which grantor, beneficiary or trustee that the party unless such action or proceeding is brought by trustee.

orney, who is an active member of the Oregon State Bar, a bank, trust company or the United States, a little insurance company authorized to insure title to real 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 land fully 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, tamily, household or agricultural purposes (see Important Notice below), for an organization, or (even it grantor is a natural 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 representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, 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 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; 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. STATE OF OREGON, County of Klamath STATE OF OREGON, County of) ss. August 23 Personally, appeared the above named. 19... 84 Vincent J. Belleci and Cyrie M. Personally appeared ... Belleci, 44 duly sworn, did say that the tormer is thewho, each being tiret president and that the latter is the 20 5 6 0 secretary of ment to be their voluntary a corporation, and that the seal attixed 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 deed.

Before me: voluntary act and deed. Peters me Alland Notary Public for Oregon (OFFICIAL Notary Public for Oregon My commission expires: My commission expires: (OFFICIAL SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: , Trustee The undersigned is the legal o The undersigned is the legal owner and holder of all indeptedness secured by the foregoing trust deed. All sums secured by said leed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the said of the said said function of indebtedness are used by said said said functions. wner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been tully 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 have been such as it said to be said trust deed (which are delivered to you trust deed or pursuant to statute, to cancer an evidences or indeptedness secured by said trust deed (which are delivered to you with 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 TRUST DEED M No. 8871 STATE OF OREGON, Vincent J. Belleci County ofKlamath I certify that the within instrum was received for record on the 24 Cyrie M. Belleci day August at 11:26 o'clock A. M., and recorded Bill J. Rhoades , 19.84 SPACE RESERVED in book/reel/volume No. M84 FOR Vivian J. Rhoades 14700 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No. 40458. AFTER RECORDING RETURN TO

ali Missony Vista Italia

TAUST DEED \$8.00

Some

Aspen Title & Escrowine Alln: Collection Dept.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk