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asan Ventrala Bivat., Pers	IRUST DEED	VOI. IV OF FUGE	6
THIS TRUST DEED, made this	10th day of	October	10.84 hotens
	ER, husband and	wife, as tenants by th	e entirety
as Grantor, Aspen Title & Escrow Co.			
REAL ESTATE LOAN FUND,			., as Trustee, and

as Beneficiary,

## WITNESSETH:

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

Lot 29, Block 1, OREGON SHORES, TRACT: 1053; in the County of Klamath, State of Oregon. The state of the state of said County

"This Deed of Trust is given to secure a portion of the purchase price of the herein described property."

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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. tion with said real

vith said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of NINE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS and no/100----

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

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; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or adestroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions atlecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

tions and restrictions allecting said property; if the beneficiary so requests, to morion in executing such linancing statements pursuant to the Unitorn Commercial Code as the beneficiary may require and to pay for liling same in the proper public officers or searching agencies as may be deemed desirable by the proper public officers or searching agencies as may be deemed desirable by the proper public officers or searching agencies as may be deemed desirable by the proper public officers or searching agencies as may be deemed desirable by the search of the proper public officers or searching agencies as may be deemed desirable by the search of the property of t

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction threon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty all the property. The grantee in any reconveyance may be described as the person or person legally entitled threeto; and the recitals therein as the person or person be described as the person or person be described as the person or person be described as the person or person be services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneliciary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security appointed by a court, and without regard to the adequacy of any security and 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 rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of tire and other insurance podicies or compensation or awards for any taking or damage of the property, and the such motice of default hereunder or invalidate any act done pursuant to such notice.

pursuant to such notice of detault 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 event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the truste to foreclose this trust deed in equity as a mortgage or direct the truste to foreclose this trust deed in equity as a mortgage or direct the truste to foreclose this trust deed in equity as a mortgage or direct the truste to foreclose this trust deed in os sell the said described real propert is satisfy the obligations secured hereby, whereupon the trustee shall lik the time and place of sale, give notice thereot as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sate then after default at any time prior to live days before the date set by the trustee for the trustee's sale; the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in excessing the terms of the obligation and trustee's and attorney's fees not excessing the terms of the obligation as such portion of the principal as would not then be due had no default occurred, and thereby cure 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

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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcell at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness 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, including the compensation of the trustee and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their intrests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such 16. For any reason permitted by law hereliging may be the trustee.

surplus, it ary, to the granior of 10 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 successor trustee appointed the entering the successor trustee appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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

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 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 it grantor is a natural person) are for business or commercial purposes other than agricultural nurronses.

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 tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns are presented as a beneficiary herein. In construing this deed and whenever the context so requires, the context secured herein and the neutron and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his h

\* 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 assuch word is comply with the Act and Regulation by making required 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 disclosures for a dwelling, use Stevens-Ness Form No. 1305 or equivalent; 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 opposite.)

(ORS 93.490)

STATE OF OREGON,

STATE OF OREGON, County of

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STATE 0	F CALIFORNI	A. A A.G.	elus	} ss.	
COUNTY	F CALIFORNI OF Los	F-1101	984	-/	1
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personally	appeared LL	person whos	e name is su	bscribed to the	e Y
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The undersigned is the legal owner and holder of all indebtedness secured by the toregoing trust deed. All sums secured by said The undersigned is the legal owner and noiser of all indeptedness 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 trust deed nave been tuny paid and satisfied. I ou 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 cancel an evidences of indepledness 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

PLANNING DEPARTMENT TO VERIFY APPROVED USES. PATER: FIRST THE STATE OF CONSTRUCTION DESCROBED IN THE PRESTRUMENT. A BUYER SHOULD PARTICULAR DE MAY EZ MADE OF THE PROPERTY

Beneticiary

Do not lose or destray this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m THIS MISTRUMENT HOES NOT CUARANTEE THAT ANY

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MDUST DEED	STATE OF OREGON,  Klamath  County of Klamath  I certify that the within instru-
(FORM No. 881-1)	I certify that the ment was received for record on the 29th day of October 19.84
STEPHENF. MILLER & RHONDA G. OS.	at 3:46 o'clock M. M84 on in book/reel/volument/fee/file/
Grantor Grantor	FOR page
Beneficiary	Witness my hand and seal of
1-9525FTER RECORDING RETURN TO	11 TITLE
18840 Ventura Blvd., #218	Fee: \$8.00 Index: \$1.00 Deputy