\$382

omny, who is an active member of the Oregon State Bar, a bank, trust company in or the United States, a tille insurance company authorized to insure tille to real a any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The Trust Deed Act provides that the trustee hereunder must be either an artro-rings and foon association autorized to do business under the laws of Oregon by of this state, its subaidanties, affiliates, agents or branches, the United States

ising an enterpretain and desting and productions, regulations, incorements, incorements, incorements, and incorements and enterpretain and the control of the intervent of an enterpretain and the control of the control of an enterpretain and the control of the control

The above described real property is not currently used for agriculation of protect the security of this trust deed, grantor agrees and insumain said property in 600 condition and rossin not an empower or demolish any building or improvement thriving the constructed description of the security of the security of the security of and workmanike or and rossin any building or improvement thriving a second property. If the barolish does and workmanike of any building or improve and therein.
To comply with all ass, ordinances, regulations, covenants, counding the second property. If the barolicitary to request, to any for any the second property, if the barolicitary to request, to any for the second set of the second s

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 to any trustee named herein or to any conveyance to the successor thereander. Upon such the vested with all title powers and duties conferred upon any trustee bergenintend, and without hereander. Each such appoint any strustee bergenintend is and by the hereander. Each such appoint any trustee bergenintend or appoint instrument executed by beneficiary, containing reference to this trust device that the place of record, which is not be properly is situated. Clerk or Recorder of the county or counties in which the properly is situated. acknowledged is made apply thereto of pending sale by law. Trustee and frust or col any action or proceeding is brought by 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 designated in the notice of sale or the time date and at the time and be postponed as provided by law. The trustee may call be all property either and the trustee. The provided for cash, payable at the parcel or parcels at shall deliver to the purchase for cash, payable at the parcel or parcels at the postponer of the sale shall sell form as requiring by law converting provided by the purchase of any matters of fact here the provided by law of the protocord of any matters of fact here the function of the the grantor and beneficiary, any purchase at the sale trustee, but including shell apply the proceeds of a law for the trustee but including the concession of the broken of the trustee but including the grantor and beneficiary, any purchase at the sale shell apply the proceeds of a law content of (1) the expense of sale, in-strustees alls pursuant to the powers provided herein, trustee cluding the compensation and the trustee and a reasonale charge by trustees at a part to the oblight the trustee and a reasonale charge by trustees deed as their interests may appear in the order of the trustee by trustees and the grantor or to his successor in interest entitled to sur-surplus. 16. For any reason permitted by law beneficiary may from the surplus to

Waive any delault or notice of delauit increase a storesand, shall not cure or purvant to such notice.
12. Upon default by grantor in payment of any indebtedness secured declare all sums secured hardby immediately due and payable. In such an event the beneliciary at hardby immediately due and payable. In such an event the beneliciary at hardby immediately due and payable. In such an event the beneliciary at hardby immediately due and payable. In such an event the beneliciary at hardby immediately due and payable. In such an event the beneliciary at hardby immediately due and payable. In such an event the beneliciary at hardby investigated advertisement and sale. In fact, the trustee to foreclose this trust deed advertisement and sale. In latter event the beneliciar the strust deed by evocute and cause to be recorded his written notice of divault entrustee shall be self the said described added his written notice of divault entrustee shall in equive the trustee in property to satisfy to satisfy the solifation thereby whereupon the trustee and property to satisfy to satisfy the strust deed in the start delault at menticiary elect to foreclose thy advertisement and sale that delault at beneticiary elect to foreclose by advertisement and sale functee for the trustee's the farator or other pays before the date set by the cordinare delault as the beneficiary or his use parson so priviled by tively, the entire amount the beneficiary or his such approximation in the trust deed and problegation secured thereby (including costs and exponde action portion) of the priv-ending the terms of the band foreclosure proceedings shall be dismissed by and the action provided by law) other than auch portion of the priv-ending the terms at all foreclosure proceedings shall be dismissed by the trustee.
14. Otherwise, the sale shall be held on the date and at the time and

Ibural, timber or grazing purposes.
(e) consent to the making of any map or plat of said property; (b) join in substraining any easement of creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge frame in any reconveyance marganty, all or any part of the iner or charge frame in any reconveyance marganty, all or any part of the property. The lien or charge is any reconveyance marganty, all or any part of the property. The lien or charge frame in any reconveyance marganty, all or any part of the property. The lien or charge is an intervent of the truthfulness thereoi. Trutte's sites of lasts shall be not less than \$5.
10. Upon any default by grantor hereunder, by a receiver to be approximated thereoly and take possession of said property. The set of the advised of the advised of any security is of said property or any part thereoly secure (and the property) are set of the set of the advised of the advised of the advised of a set of the set of the

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Lot 45, Block 3, MOUNTAIN LAKE HOMESITES, in the County of Klamath, State of Oregon,

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

as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon corporation EVERETT A, HUBBARD and JERRI HUBBARD, husband and wife with full rights of ...., as Trustee, and as Eeneficiary,

Vel. M85 Page February

ne Series-TRIST DEED. Aspen #M-28466 45831 TRUST DEED

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 precede 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). (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, 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 fining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor beneficiary is defined in the Truth-in-Lending Act and Regulation Z, the disclosures; for this purpose, if this instrument is to be a FIRST lien to finance if this instrument is FOT to be a first lien, or is not to finance the purchase with the Act is ned required, disregard this notice. 100 (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON, County of ... ) ss. Personally appeared the above named. Mike A. Hiatt and Rise J. Hiatt -----Personally appeared ... and duly sworn, did say that the former is the ..... ......who, each being first the the voluntary act and schowledged the foregoing instrupresident and that the latter is the..... secretary of 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 behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act ICTAL Block and A 1482 lington My commission expires: Notary Public for Oregon My commission expires: (OFFICIAL SEAL) 22-8: REQUEST FOR FULL RECONVEYANCE To be used only when abligations have been paid. A stand TO: ....., Trustee undersigned is the legal owner and holder of all indebtodness secured by the foregoing trust deed. All sums secured by said Th the undersigned is the legal owner and notice of an unconcluses secured by the foregoing stust deed. All suits 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 tury paid and satisfied. For nervice an environment to you or any sums owing to you under the territs of said frust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said frust deed (which are delivered to you and must deed or pursuant to statute, to cance an evidencies of indepredness secured by such must 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 DATED: and the second second states in the second s land a three products in the Second and the destruction of the state of a humidan and the street Beneficiary

er destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED FORM No. SUT STATE OF OREGON, County of \_\_\_\_\_Klamath SS. I certify that the within instrument Mike A. Hiatt Rise J. Hiatt of .... 

Grantor SPACE RESERVED Everett A. Hubbard in book/reel/volume No. \_\_\_\_\_\_\_ on FOR page 2184 or as fee/file/instru-RECOFIDER'S USE Jerri Hubbard ment/microfilm/reception No. 45831., Beneliciary AFTER RECORDING RETURN TO Everett A. & Jerri Hubbard County affixed. 1112 Merryman DR.

Fee: \$9.00

City; 97603

Record of Mortgages of said County. Witness my hand and seal of Evelyn Biehn, County Clerk

By FAM

Amit Deputy