STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204 FO2M No. 881-1-Oregon Trust Deed Series-TRUST DEED (No restriction on assignment). ASPEN M-28439 TRUST DEED 4684Vol. MBS Page THIS TRUST DEED, made this 15 day of March 19.85, between 47322 TN-1 K.E. SANDNER and CAROL S. SANDNER, husband and wife as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation, as Trustee, and FRANK E. MCBAIN, JR. and BETTY J. MCBAIN, husband and wife with the full rights.of.surviorship..... Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, Klamath.....County, Oregon, described as: Tract 13 and 14 of Subdivision of Tracts 25 to 32 inclusive together in with the South 10 feet of 33 and 34 of ALTAMONT RANCH TRACTS, in the County of Klamath, State of Oregon, EXCEPT the East 10 feet thereof, conveyed to Klamath County, in Volume 168 at page 535, Deed Records of Klamath County, Oregon. LEARNE BURN DE BURNE DE LA COMPANY 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 connec-tion with said real estate. FOR THE PURPOSE 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 sum of ONE HUNDRED NINETY ONE: THOUSAND FIVE HUNDRED SEVENTEEN AND 94/100---sum of ______Dollars, with interest thereon according to the terms of a promissory ______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 hereoi, if ...Dollars, with interest thereon according to the terms of a promissory The date of maturity of the debt secured by this instrument is the date, stated above, on whether becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. arad, timber or grazing purposes.
(a) consent to the making ol any map or plat of said property; (b) join in any graning any easternet or creating any restriction thereon; (c) join in any graning any easternet or creating any restriction thereon; (c) join in any granting any easternet or creating any restriction thereon; (c) join in any grant of the property, without warranty, all on any part of the property. The thereoit; (d) new reconveyance may be described as the "person or persons parateet in this paragraph shall be not less than \$5.
arout this paragraph shall be not less than \$5.
any there without warranty, algoing any creative sites if any of the any pointed by a sourt, and without regard to the advance of said property in the start ends, there on any delault by grantor hereunder, beneficiary may at any pointed by ass hereby secured, enter upon and take possession of said property is less upon any indebtedness secured hereby, and in such order as beneficiary determine.
11. The entering upon and taking possession of said property, the entering with entering the or advant thereon or release thereon or invalidate any act done wave any delault by grantor in the rot shall not cure or property. and the application or release thereon as thereby, and line and thereby near thereby.
11. The entering upon and taking possession of said property, the collection of such recting such and thereby as all not cure or property, and the application or release thereol as all oresaid, shall not cure or property, and the application or release thereol as all oresaid, the possession of any cardinate any act done wave any delault by grantor in payment of any indebtedness secured thereon as all not cure or property, and the application or release thereon as all not cure or property, and the application or release thereon as all not cure or property is any determine.
12. Upon delault by grantor in payment of any indebtedness secured hereon as addresaid, any at addetin The above described real property is not currently used for agricul 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; and repair: not to remove or demolish any building or improvement thereon; and repair: not or preserve promptly and in good and workmanlike complete or restore promptly and in good and workmanlike destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-tions and restrictions allecting said property; if the beneficiary so requests, to ion in executing such linancing statements pursuant to the Uniform Commer-tical Code as the beneficiary may require and to pay for tilling same in the solution difference as well as the cost of all lien searches made by lling of searching agencies as may be deemed desirable by the beneficiary. 1 9 Ξ To comply with all said property, if the beneficiary many for Commercial Code as the been clicary may require and to pay all lien searches made proper public of lienary may require and to pay all lien searches made proper public of lienary may require and to pay all lien searches made proper public of searching adencies as may be deened desirable by the beneficiary. To provide and continuously maintain insurance on the buildings and on the senifory may program time to firms excurse in the beneficiary may from time to firms excurse in the beneficiary with loss or damage but the seniform of the seniform of the beneficiary with loss or damage but the seniform of the seniform of the beneficiary with loss or damage but the seniform of the seniform of the beneficiary with loss or damage but the seniform of the seniform of the beneficiary with loss or loss of the beneficiary and provide and leave there and to pay all the grain policy of the sense and the provide of the beneficiary and loss of the beneficiary and loss of the beneficiary the sense and the provide of beneficiary the research or sense at grant to such that so collected or may default or notice of default hereunder or invalidate and the any net of such than be allowed or any takes and there any net of such thang but the default bereaked on any takes, assess to beneficiary the or othereas and the many that the second pay and the second by provide the second by the second pay and the se APR 5 waive any delauit or notice of delauit hereunder or invalidate any act done usuant to such notice.
12. Upon delauit by grantor in payment of any indebtedness secured hereby or in his pettormance of any agreement hereunder, the beneliciary may bereby or in his pettormance of any agreement hereunder, the beneliciary and pettor and payable. In such any agreement hereunder, the beneliciary and any agreement hereunder, the beneliciary and pettor and payable. In such any agreement hereunder, the beneliciary of the trustee beneliciary or the trustee base of a such agrees the subject of the subject of the trustee shall lix the time and place of sale, give notice of second with the beneliciary or the trustee shall in the time and place of sale, give notice of the beneliciary or the trustee shall is the time and place of sale, give notice of the trustee shall be the frantor or othere there shall be the beneliciary or the trustee shall be there beneliciary or the trustee shall be there beneliciary or the trustee shall be there beneliciary or the trustee shall be beneliciary or the trust deed and the obligation secured thereby (including costs and attorney's less not experised the tornes shall be beneliciary or the trustee's and attorney's less not experised by the there beneliciary or the terms at the trust deed and the beneliciary or the trustee's and attorney's less not experised by the there beneliciary or the trustee's and attorney's less not experised by the there beneliciary or the trustee's and attorney's less not expert beligat as would be then the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the nolice of sale or the time to which said sale may place designated in the nolice of sale or the time to which said sale may place designated are the sale shall said property either the postported as provided by law. The trustee may sail the parcel or parcels at in one parcels or in separate parcels and shall sail the parcel or parcels at in one postporter to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any convenant or warranty, express or im-plied. The recitals in the deed 0 any matters of lact shall be conclusive proof plied. The truthulness thereoi. Any person, excluding the trustee, but including the grantor and benelicary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee

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, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust dea(, (3) to all persons the trust each of the trustee and and the trust end of the trustee in the trust having recorded liens subsequent to the interest of the trustee in at (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, it any, to the grantor or to his successor in interest enuited to such surplus. 16. For any reason permitted by law beneficiary may from time to ite appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and ithiut conveyance to the successor fusite, the latter shall be vested with all title, conveyance to the successor fusite, the latter shall be vested with all title hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written hereunder. The successor fusite the successor furst deed instrument executed by beneficiary, containing reference to this strust deed instrument executed by beneficiary, containing reference to the county and its place of record, which, when recorded in the office of the County 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 frantor, 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 Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan 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.

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, 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.

	a natural person) are for business or commercial purposes (see Important Notice below), and binds all parties hereto their t
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IN WITNESS WHERFOF	and binds all parties hereto, their heirs, legates, devisees, administrators, en the term beneficiary shall mean the holder and owner, including pledgee, on and the singular number includes the plural. has hereunto set his hand the day and year first above written.
* IMPORTANT MORIS	has hereunto set his hand the d
* IMPORTANT NOTICE: Delete, by lining out, whichever warra not applicable; if warranty (a) is applicable and the benefici as such word is defined in the Twitter and the benefici	anty (a) and year first above written.
beneficiant this defined in the Truth in to denefici	ary is a creditor
disclosures; for this purpose, if this instrument regulation by r	making required E. Sandner
Of a dwalling	the purchase
with the Act is not required, disregard this notice.	t. If compliance
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)	
	S 93,490)
County of Klamath	
March 18	STATE OF OREGON, County ot
Personally appeared the above named	Personally) ss.
Ke. E. Sandner and Carol Si Sandner	
Carol Susandner	auly sworn, did say that it
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