

47322

ASPEN M-28439  
TRUST DEED

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4684

THIS TRUST DEED, made this 15 day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ and CAROL S. SANDNER, husband and wife

*[Signature]*, as Trustee, and  
as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation,  
*[Signature]* IRVING MCBAIN JR. and BETTY J. MCBAIN, husband and wife with the full

FRANK E. MCDONALD, executor  
rights of survivorship.

WITNESSETH:

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys unto the said Grantee, his heirs and assigns forever, all that certain lot or lots of land, situate in the County of Oregon, described as:

Tracts 25 to 32 inclusive together

and all other rights thereunto belonging or in anywise

**FOR THE PURPOSE OF SECURING PERFORMANCE**

note of even date herewith, payable to beneficiary or order and made by grantor, at maturity of note, 19\_\_\_\_.

The above described real property is not currently used for:

(a) consent to the making of any easement or creating

The above described real property is not to be used to:

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 to replace any part of said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions applicable to the said property; if the beneficiary so requests, to

proper public office or by filing officers or searching agencies as may be deemed beneficiary. provide and continuously maintain insurance on the buildings against loss or damage by fire

any part thereof, may be released  
not cure or waive any default or notice of default hereunder.  
not done pursuant to such notice.

render all sums secured by this trust deed immediately and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred of title search as well as the other costs and expenses of the trustee's and attorney in enforcing this obligation and trustee's and attorney

7. To appear in and defend any action or proceeding purporting to affect the title or powers of beneficiary or trustee; and in any such action or proceeding to appear, including

action or proceeding in which the beneficiary or trustee may appear, and for the foreclosure of this deed, to pay all costs and expenses; and the beneficiary's or trustee's attorney's fees; and in all cases shall

cluding evidence of title and the beneficiary amount of attorney's fees mentioned in this paragraph 7 in all cases and in the event of an appeal from any judgment the trial court and in the event of an appeal from any judgment the trial court and in the event of an appeal from any judgment the trial court

decree of the trial court, grantor further agrees that the appellate court shall adjudge reasonable as the beneficiary's or trustee's and

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken by eminent domain or condemnation, beneficiary shall have the right to receive the monies payable to the beneficiary.

right, if it so elects, to require that all or any portion of the amount required for such taking, which are in excess of the amount necessarily paid for such taking, and attorney's fees shall be paid to the beneficiary.

to pay all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, shall be paid to beneficiary first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by beneficiary.

both in the trial and appellate courts, necessarily, the beneficiary in such proceedings, and the balance applied upon the indebtedness, and the grantor agrees, at its own expense, to take such action as may be necessary in obtaining such

and execute such instruments as shall be necessary in order to carry out the purposes of this deed and the notations hereon, and from time to time upon written request of the beneficiary, promptly upon beneficiary's request.

9. At any time and from time to time, the said trustee, on behalf of the said beneficiary, payment of its fees and presentation of this deed (and of the said deed of endorsement (in case of full reconveyances, for cancellation), without all the necessary formalities, shall be sufficient for the payment of the indebtedness, trustee

(b) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any

be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

11. The entering upon and taking possession of said property, the

waive any default or notice of default pursuant to such notice.

the manner provided in ORS 86.740 to 86.795.

14. Otherwise, the sale shall be held on the date and at the time and

the property so sold, but shall not be deemed to have been applied. The recitals in the deed of any matters of fact shall be taken as true and correct. Any person, excluding the trustee, but including the true owner, or the true owner's agent, or the true owner's attorney, or the true owner's beneficiary, may purchase at the sale. Provided herein, trustee

16. For any reason permitted by law beneficiary may from time to

and its place of record, which Clerk or Recorder of the county or counties in which the property shall be conclusive proof of proper appointment of the successor trustee.

obligated to notify any party hereto of pending or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

licatory, payment of its fees and presentation of the instrument to the proper authorities for cancellation), without affecting the validity of the instrument, shall be a party to the instrument.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

4685

None

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

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 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 lining out, whichever warranty (a) or (b) is not 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; 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 opposite.)

STATE OF OREGON,

County of Klamath } ss.

March 18, 1985

Personally appeared the above named

K. E. Sandner and  
Carol S. Sandner

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
Notary Public for Oregon

My commission expires:

3-22-85

(ORS 93.490)

STATE OF OREGON, County of \_\_\_\_\_ ss.

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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

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 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 cancellation before reconveyance will be made.

## TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Ken E. Sandner

Carol S. Sandner

Grantor

FRANK E. MCBAIN, JR.

BETTY J. MCBAIN

Beneficiary

AFTER RECORDING RETURN TO  
Aspen Title & Escrow, Inc.  
600 Main Street  
Klamath Falls, Oregon 97601  
M-28439

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instrument was received for record on the 1st day of April, 1985, at 10:44 o'clock AM., and recorded in book/reel/volume No. M85 on page 4684 or as document/fee/tile/instrument/microfilm No. 47322, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Pam Smith Deputy