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THIS

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TRUST DEED

Vol. 1485 Page 13840

THIS TRUST DEED.

le this 23rd day of

Page 10040
 EASTAN BIRCH COMPANY STOCK
 August....., 1985....., between

as Grantor, _____ Aspen Title & Escrow

Aspen Title & Escrow

....., as **Trustee**, and

as Beneficiary. Suburban Finance Company

Grantor irrevocably grants, bargains, sells and conveys to
in 49A Klamath 614 County, Oregon, described as:

Lot 8, Block 7, Tract No. 1025, WINCHESTER, in the County of Klamath,
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 and singular the rights and appurtenances thereto in anywise by law or equity in anywise belonging or in anywise appertaining, unto the said John and Elizabeth, their heirs and assigns forever, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of Nine Thousand Eight Hundred Ninety Six and 36/100

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable August 23, 1990.

The date of maturity of the debt secured by this instrument is the date _____, 1990.

becomes due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

To protect the security of this trust deed:

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 any

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

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

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$9,896.36.

than \$3,876.36. If the time to time required, in companies acceptable to the beneficiary, with loss payable to the beneficiary, if the grantor shall fail for any reason to pay to the beneficiary as soon as insured, or shall fail to pay to the beneficiary any such insurance and to the expiration of the term of insurance now or hereafter placed on account of the beneficiary may, under the same at grantor's expense. The amount of any indebtedness secured hereby may be applied by beneficiary or beneficiary, or at option of beneficiary the entire amount secured, or any part thereof, or any part thereof, released to grantor. Such application or release shall not cure or waive any default, and notice of default hereunder or invalidation does not pursue to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds to make such payments.

[illegible]

... To appear in and defend any action or proceeding purporting to
the security rights or powers of heretofore or proceeding purporting to

action or proceeding in which the beneficiary or trustee; and in any suit, any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's fees on such appeal.

It is mutually agreed that:

to pay all reasonable costs, expenses and attorney's fees which are in excess of the amount required incurred by grantor in such proceedings, shall be paid to beneficiary and paid or applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings; and the balance, applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining the pension, promotion, or other benefit herein provided for.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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.

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 for business or commercial purposes other than agricultural purposes

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

STATE OF OREGON, County of Klamath ss. Personally appeared the above named Ray T. Parker and Maryetta Parker

and acknowledged the foregoing instrument to be a voluntary act and deed of the said Ray T. Parker and Maryetta Parker

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by 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: 1985, 19. Beneficiary

TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Ray T. Parker and Maryetta Parker Grantor

Suburban Finance Company Beneficiary

STATE OF OREGON, County of Klamath ss. I certify that the within instrument was received for record on the 29th day of August, 1985, at 3:38 o'clock P.M., and recorded in book/reel/volume No. M85 on page 13840 or as document/fee/file/instrument/microfilm No. 52663. Record of Mortgages of said County.

Witness my hand and seal of Evelyn Biehn, County Clerk

By [Signature] Deputy

18021 DEED Fee: \$9.00