amount of attorney's tees menutive fixed by the trial court and in the event of an appeal from any jucktion of decree of the trial court, drantor further agrees to pay such sum as the ap-peliate court shall adjudge transmitter agrees to pay such sum as the ap-ney's iese on such appeal. "I casonable as the beneticiary's or trustee's attor-11 is mutually agreed that: 1 is to elects, to require or condemnation, beneficiary shall be taken right, is so elects, to require or condemnation, beneficiary shall have the or appendent of such taking had all or any portion of clary shall have the is so elects, to require a condemnation, beneficiary shall have the or appendent of such taking had all or any portion of clary shall have the is compensation for such taking had all or any portion of clary shall have the or appendent of such taking had all or any portion of clary shall have the incurred by grantor in such proceeding shall have the amount required applied by grantor in such proceeding shall be point to beneficiary and licitary in auch yon any trasonable costs, expenses and entities and the the secured hereby, more and the balance applied upon the individents and execute such if grantor affeces, at his one expense, to take such actions of the instrumenta as shall be one expense, to take such actions beneficiary in auch any beneficiary's request. "S. At any timpon beneficiary's request, the inability of any person for the payment of this deed and the note bene-endorsement (in case of that and presentation of this deed and the note bene-redorsement (in case of that and presentation of the individent strustee may the inability of any person for the payment of the individent strustee may the inability of any person for the payment of the individent strustee may the inability of any person for the payment of the individent strustee may the individent strustee hereunder must be either on at the tability of any person for the payment of the individent strustee have the trest table to of Oreget

Then, at the benicitary's option, all obligations secured by this instances in shall become immediately due and payable.
 The above described real property is not currently used for agricul 1. To protect the security of this trust deed, grantor agrees.
 To protect the security of this trust deed, grantor agrees.
 and repair, not occl, preserve and maintain study of and workmadile determine thereon.
 To complete the security of this trust deed, and workmadile determine the security of the security and t

of the successor trustee. 17. Trustee accepts this trust when this deed, duly esecuted and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party 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.

surplus, if any, to the grantor or to his successor in interest entitled to successurplus, if any, to the grantor or to his successor in interest entitled to successors to any frustee named herein or to any successor trustee appoint a pointment, and without conveyance the successor upon any trustee thall be vested without conveyance the successor upon any trustee that named or appoint hereunder. Each such appointment of the successor without conveyance the pointment of the successor of a successor is successed without conveyance the successor upon any trustee that here the successor trustee in the mortigate rescued so the county or counties in situated, shall be conclusive prool of proper appointment of the successor trustee.

indether with trustees and attorney's fees not exceeding the amounts provided together with trustees and attorney's fees not exceeding the amounts provided place designated in the sale shall be held on the date and at the time and place designated in the oscie of sale or the time to which said sale may in postponed as providential parcels and shall may sell said property with autor to the purchaser its deed in form as "paired by law converse shall deliver to the purchaser its deed in form as "paired by law converse of the trustees thereoil. Any parcels are the sale. Trustee of the trustees thereoil any covenant or equired by law conclusive of the trustices thereoil. Any purchase at the sale the sale conclusive proof the grantees thereoil. Any purchase at the sale trustee but including cluding may the proceeds of the trustee sale the sale trustee but including cluding may the proceeds of the trustee and a reach the sale trustee shall apply the proceeds of the trustee and a reach the by trustees cluding the compensation of the trustee and a reach the truste but including surplus, if any, to the granter or to his successor in interest in the trust any to the granter or to his successor in interest of at the surplus. 16. Beneliciary may from time to time appoint a successor or success.

the manner provided in ORS 86.735 to 86.795. 13. After the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the truste divertisement and sale, the grannic any other person bo priviled by ORS 86.850, may cure sale, the frame of the trust deed, the default may be cured pay, when due, not then be due hat the time of the default may be cured pay, when due, not then be due hat the time of the default may be cured pay, when due, not then be due hat the time of the default may be cured pay, when due, not then be due hat the time of the default other default that is capable of being cured may be cured by tendering the performance required under the and expenses actually incurred in enforcing the obligation of the default ors together with trustee's and attorney's fees not exceeding the amounts provided 14. Otherwise, the sale shall be held on the date.

ultural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in subordination or other afterment alteriation thereon; (c) join in any frances in any context and the any part of the innor charge frances in any technical therein of any part of the innor of the after the third of any matter and the any part of the innor of the after the function of the after the third of any matter and the any part of the innor of the after the third of any part of the innor of the after the innor of the after any theread of any matter and the any part of the innor of the after any the any part of the any the angle of the any theread of the any theread of the any theread of the any theread of the after any the after any the angle of the after any of any of the angle of the after any of the angle of the angle of the after any of the angle of the angle of the after any of the angle of the after any of the angle of the after any of the after any of the after any of the angle of

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 <u>November 15</u>, 19, 90 The date of maturity of the deb secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to sold, conveyed, assigned or alienated by the grantor without tirst having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed to be herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. (a) consent to the maturity of sold added to be the interval of a sold added to be the interval of a sold added to be there in, with the transition of the beneficiary is not currently used for agricultural, timber or grazing purposes.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereatter appertaining, and the rents, issues and profits thereof and all fixtures now or hereatter 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

sum of TWENTY FIVE THOUSAND AND NO/100-----

in

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ANTERN BELLEN CHARGE CHARGE

LEOSI DEED

Klamath, State of Oregon.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property The St of Lots 7 and 8, Block 14, FIRST ADDITION TO BONANZA, in the County of

as Beneficiary,

HIGHLAND COMMINITY FEDERAL CREDIT UNION

., as Trustee, and

14835 🔿

as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon Corporation

ATC # M29147 STEVENS NEES LAW PUBLISHING CO TRUST DEED Vol. M85 Page 1 - 15----

FORM No. 881-Oregon Trust Deed Series-TRUST DEED 53252

14836

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 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 beneficiery 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 terminine 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 Seeky & Gubbe as such word is defined in the irum-in-tending Art and Regulation 2, the beneficiary, MUST comply with the Art 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 out the data to as anounced directory to pole. 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 September 9 ,19 85 Personally appeared who, each being first Personally appeared the above named George G. Gubler and Renee' duly sworn, did say that the former is the president and that the latter is the Gubler 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 and acknowledged the foregoing instru-Martheir voluntary act and deed. apent to be and deed. Betore me: Before me: OFFICIAL Natary Public for Oregon ? Addingto Notary Public for Oregon (OFFICIAL - 1-7 SEAL) My commission expires: My commission expires: à 22-89 a 1:0 ing a part of the REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee TO: 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 . مىجىنى تىرى hao. Ġ¢, RESECTION ilon inita s POP and a contraction of the contraction of the second of the DATED: Beneficiary ist be delivered to the trustee for cancellation before reconveyance will be made. not lose or destroy this Trust Deed OR THE NOTE which it secures. Both STATE OF OREGON Klamath ss. TRUST DEED County of (FORM No. 881) I certify that the within instrument STEVENS-NESS LAW PUB. CO., PORTLAND. ORE George G. Gubler un aga berg Renee' Gubler SPACE RESERVED Grantor FOR Highland Community FCU RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk Highland Community FCU TITLE 3737 Shasta Way Ì Klamath Falls, OR 97603 PAme 1 ... Deputy Bv ... CROSE C LOGEN \$9.00 Fee