Cat and a set of the STEVENS NEES LAW FUELISIONS CO., FOR (Faye) and Vol. 186 Page 457 ATC 29307 Oregon Treat David Series-TEXET DEED. PORM H TRUST DEED 1985 , between 57074 οc. day of October THIS TRUST DEED, made this 23rd REALVEST INC., a Nevada Corporation ., as Trustee, and as Grantor, ASPEN TITLE & BSCROW, INC. FLOYD P. WARICK AND LORI ANN WARICK, as tenants by the entirety Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary. in KLANATH County. Oregon, described as: Lot 41, Block 31, FOURTH ADDITION TO NIMROD RIVER PARK, 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 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 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if THE of ONE THOUSAND FOURTEEN AND 09/100----note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sourcer paid, to be due and payable AUGUST 15, 1990 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 in the event the within described property, or any part thereol, or any interest therein is sold agreed to be sold, conveyed assigned or alrenated by the grantor without lives having obtained the written consent or approval of the beneficiary then, at the beneficiary section, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or there, at the beneficiary is option, all obligations secured by this instrument, imported or grazing purposes The above described real preperty is net currently used for agricultural, timber or grazing purposes 6 red. timber or grazing purposes
**. consent to the making of any map or plat of used properts. by each in any searchest we restrict any restriction therein is any or any searchest we restrict any of the search any restriction of the term of the search any searchest with the search and the search becomes of any end any include of international obligations secured by this instrument then, at the beneficiary is conton all obligations secured by this instrument. In the observe described real preparty is not currently used for applications. To protect the security of this trust deed grantor agrees and the end of the • - 3 X the manual provided in ORS 86:13 to 88.793 The manual provided in ORS 86:13 to 88.793 13 After the trustee has converged foreclosure by divertisement and all and tany time prior to 5 days before the date the trustee conducts the date and at any time prior to 5 days before the date the trustee conducts the default or default 1' the default consists of a failure to pay main the time default or default is the time of the trust on the than such portion as eouild end the default in the time of the trust other than such portion as eouild end we arrow any other trust deed the default may be cured by paying the being cured may be cured by tendening the performance required under the being cured may be cured by tendening the performance required under the defaults the person electing the cure shall pay to the beneficiant all coast defaults the serves of the intervent in enformal the obligation of the trust deed inder environ the end attribute end attribute the obligation of the trust deed and express acruatity incurred in enformal the obligation of the trust deed inder the trust end attribute is and attributes to the amounts provided inder the trustees and attribute the trust days the trust days and the trust deed to the trust deed in the trust days and the trust days the trust days and the trust deed inder the trust days and attribute the trust days and the trust days and the trust deed in the trust days and the trust days inderher with trustees and attorneys lees not exceeding the amounts provided by law 14. Otherwise the sale shall be held on the dars and at the time and place designated in the notice of sale or the time to which and property either be postcorned as provided by law. The insteam ray will and property either in one parcels or an asparate parcels and shall sell the parcel or parcels at an one postcorner to the procession of the time of sale may routed shall deliver to the purchase the deed on form as required by law conversion the property to sold but without an origination section even and place the trustees the deed on what sell the trustee or an of the truthelmes the deed of any matters of last shall be conclusive pro-plied. The incitials in the deed of any matters of last trustee but including the truthelmes thereof. Any person excluding the trustee but including the grantice and beneficiary may purchase at the sale 15. When trustee salls required to the means required by law converse the grantor and beneficiary may purchase at the sale 15 When trustee sells pursuant to the powers provided herein trustee shall apply the proceed of sale to payment of (1) the expresses of sale and cluding the compensation of the trustee and a reasonable charge by trustee sitisfiere (1) to the obligation secured by the trust deed (1) to all prevous attorney (1) to the obligation secured by the interest of the interest hering records terms absequent to the interest of these provides and (4) the deed as there interest may appear in the order of these priority and (4) the surplus, if any to the grantor or to his successor in interest entitled to such surplus, 16 Beneficiary may from time to the pellate court shall edrudde reasonable as the beneficiary i or truster; attor ney i lees on each especial It is a tractrually signed that is to truster; had any portion or all of and property shall be taken is in the sever that any portion or all of and property shall be taken is only the reason of the angle of the intervation become requery is compression in angle that all or any arcs and the measure parable is compression on such proceedings, shall expenses and attorner to any sourced by forscore and the proceedings, shall expenses and attorner the source of the first or any source and or exceeded to be both in the trust and appealate courts account applied or the indeplication both in the trust and appealate courts account applied or the indeplication for any source of genetics after a star or any or the indeplication and both in the trust and appealate courts account applied or the indeplication for any or source of the trust and appealate courts are applied upon the indeplication of the source and basedoy. Both after afters at its own signed to be each account and execute such instruments as that he mechanism, in obtaining such come is all any time and possibility is request to all any time and possibility is request inclusive payment of its two are provided in time to the deed and the note hop inclusive payment of the source expenses, for cancellation, without allecting the liability of any payment for the payment of the indepledness trustee may surplus it any in the grantor or in his successor in interest entitled to such surplus
16 Beneficiery may from time in time appoint a successor or success and the time time in any successor insets on the successor and the upon such appointment and without converse to the successor trates the latter that is interesting the appoint all title powers and dures contered upon such appointment appoint hereinder Each such appointment and substitution shall be new interesting to success of the beneficiary which when recorded to the emergade records of the county or counters in which the property a substitute shall be conclusive proof of proper appointment of the successor instate.

of the excessor frustree 17 Trustee accepts this trust when this devid duly executed and accounted and a public record as provided by law Trustee is not obligated to notify am party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, hereficiary or trustee shall be a party unless such action or proceeding in brought by trustee

NOTE The frust Deed Act provides that the truthe hereunder must be sifter an attanky who is an active member of the Oregon State Bar a bank trust company or sonings and loan association authorized to as business under the longs of Oregon or the United States or on excreme agent licensed under ORS 646 505 to 696 585 property of this state in subsidianes, offlicings, agents or branches the United States or any agency thereof or an excreme agent licensed under ORS 646 505 to 696 585

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458 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 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)² primarily for grantor's personal, family, household or agricultural purposes (are 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. Durposes. This deed applies to, mares to the becelit of and binds all parties hereto, their heirs, legatees, devenes, administrators, execu-tors, personal representatives, successors and assigns. The term baneficary shall mean the folder and owner, including piedgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the manufine gender includes the termine and the neuter, and the ungular number includes the plural IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. BY WILL Party Corporation • UNPORTANT MOTICEs Delete, by Rairig set, whicheves warsanty (so or (b) is not explicible; if warvanty (a) is applicable and the baseficiary is a coeffice a such work is defined in the traff-in-leading Act and Exploition Z, the baseficiary MUST comply with the Act and Exploition by making required dedestance for this purpose, if this instrument is to be a FIST fam to finance dedestance for this purpose, if this instrument is to be a FIST fam to finance dedestance for this purpose, if this issues from No. 1205 or equivalent; if this instrument is NOT to be a first Eas, or is not to finance the purchase of a drawling one Stavance No. 1205, or equivalent. If compliance with the Act is well explored, disrighted Bit under. SAFECO TITLE INSURANCE **S.S** Corporation STATE OF CALIFORNIA eretere O LOS ANGELES On this the BOTH day of QS TOBER 1985 before me. FOR NOTARY SEAL OR STANP the undersigned, a Notary Public in and for said County and State, personally appeared will Live m. Y. TROPP Ş _ personally 10-82) known to me or proved to me on the basis of satisfactory evidence to be OFFICIAL SEAL V M WITTENBEL NOTARY PUBLIC - CALIFORNIA President, and Sec. LOS ANGELES COUNTY by comm. expires MAR 27, 1987 _ personally the known to me or proved to me on the basis of satisfactory evidence to be CAL-3741 Secretary of the corporation that executed the within instrument on behalf of the corporation therein named, and admosledged to me that such corporation executed the within instrument pursuant to its by-isses or a resolution of it's board of directors. Ż 6tock Signature mwattenful BAFECO Btuple ESQUEST FOR FULL ESCONVEYANCE to be used only when abligations have been pold The undersigned is the legal corner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said ro: Aspen Title & Escrow, Inc. The undersigned is the legal owner and noder of all indeptedness secured by the turegoing trust deed. All sums secured by said trust deed have been hully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of and trust deed or pursuant to statute, to cancel all oridences of indebtedness secured by said trust deed (which are delivered to you be add trust deed or pursuant to statute, to cancel all oridences of indebtedness to the order delivered to the these trust cases or parsuant to manute, to cannot an evenences or indecreations source by said trust deed (which are derivated to your because) in together with and 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 . 19 DATED: Beneliciary destroy this frost Dood CE TAB NOTE which it occurs. Both most be delivered to the brastes for cancellation bo STATE OF OREGON, 65. Klamath... County of I certify that the within instrument TRUST DEED was received for record on the ... Sth. day (POEM No. 201) UT-UNIN VILL GOT) STEVENSE DESS LAW PUE CO., PORT, AND GOE January 19 86 Realvest, Inc. 438 Sycamore Rd. Santa Monica, Calif. 90402 SPACE RESERVED ment/micrctilm/reception No. 57074, 108 Record of Mortgages of said County. Ployd P. Warick 4741 Hedgemore Dr. \$4mp RECORDER'S USE Witness my hand and seal of Charlotte, No Carolina 90402 County attixed. Beneficiery Evelyn Biehn, County Clerk Floyd P. Warick By Leton Amild Deputy 4741 Hedgemore Dr. Apt 4-P Charlotte, No. Carolina 28209 Fee: \$9.00