With the true Deet Act provide that the nutree hereunder must be eite an attamey, who is an arrive member of the Oregon State Bar, a bank, trust company or buy mits and twon execution arrivated to business under the laws of Crepton or the United States, a title insurance company authorized to insure title to real property of the latter, its wherefur es, allificates, agents or branches, the United States or any activation of estrow agent licensed under ORS 696.505 to 696.585.

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prime a second labor all cetting und property, if the beneficial of the the line of cetting in the prove pathe willies or city may require and to pay for it ing tome in the prove pathe willies or city in a the cast of all line accurates the prove pathe willies or city in a the cast of all line accurates the prove of the theory of all line accurates a the prediaty may require and to pay for it ing tome in the prove pathe willies or city in a the cast of all line accurates the prove of the theory of all line accurates the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from times to familie by line of the prediaty may from time to familie by line of the prediaty may from time to familie by line of the prediaty may from time to familie buildings and any policy of insurance now all react line day prior to the expiration of any policy of insurance of the same all families and the bound of the prediaty may and there any delasticated to state the policy of the prediaty and in such of the dual there any delasticated to the there and the prediaty and in such of the dual there any delasticated to a state and the prediaty of the time and there are all the time of the same and the prediaty of the time of the same and the time to the there and the time the to the same and the time to the time and the tinterest and there and the time and t

To protect the security of this trust deed, granter agricu To protect the security of this trust deed, granter agrees: I to protect, preserve and maintain said property in gree condition and repay, not to remove or demulia and building or improvement thereon; To consist or permit any waite of said or improvement thereon; To complete or restore promply end, in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurs be constructed, damaged or destroyed thereon, and pay when due all costs incurs be constructed, damaged or tiom and resistions allecting suid property, if therefor, by excending to complete or offices, is well as the cost of all ling a sum has made by fungties and continuously maintain insurance on the buildings for or berealing and continuously maintain loss or damage by the top or berealing and continuously maintain loss or damage by the and such other and the bareficiary may frequencies and the state by the new or berealing and the bareficiary may frequencies and the state by the and such other handling the bareficiary may form the by the form or other and the bareficiary may form the bar described by the form the state of the bareficiary may form the bar described by the form the state of the bareficiary may form the bar described by the form the bareficiary the bareficiary may form the bar described by the form the bareficiary the bareficiary may form the bar the bareficiary the bareficiary the form the bareficiary the bareficiary may form the bar the bareficiary the form the bareficiary the bareficiary the bareficiary the bareficiary the bareficiary the form the bareficiary the bareficiary the bareficiary the bareficiary the form the bareficiary the bareficiary the bareficiary the bareficiary the form the bareficiary the bareficiary the bareficiary the bareficiary the form the bareficiary the bareficiary the bareficiary the bareficiary the form the bareficiary the bareficiary the

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable at maturity of note ..., 19 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note secones due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveved, assigned or alienated by the grantor without first 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 therein, or herein, shall become immediately due and payable. The chove described real property is not currently used for agriculturel, timber or grazing purposes.

If The surgesser strugges, 17. Truster accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Truster is not obligated to notify any party hereto of pending sale under any other deed of strust or of any action or proceeding in which grantor, beneficiary or frustee. shall be a party unless such action or proceeding is brought by trustee.

1. M. Martin Barran, K. W. A. Saman and M. Martin, S. M. Saman, S. M. Martin, J. M. Martin, N. M. Martin, M. M. Martin, and M. M. Martin, and M. M. Martin, and M. Martin, Nucl. Phys. Rev. B 4, 104 (1997).

surplus a and, is the granner or to his successor in interest entitled to such surplus. It Benelociary may from time to time appoint a successor or success-under. If successor trustee appointed here-truster, if successor is a successor in the successor under. If successor is a successor is a successor truster of latter shall be vested with all the conversand duties conferred and not intruster berein named or appointed heremater. Each suck appointment which, is no recorded in the most side records of the county or counties in which, is no recorded in the most side records of the county or counties in of the max meritale.

the granuor and beneliciary, may purchase at the sale. Sustee, out including 1.7. When trustee sells pursuant to the powers provided herein, trustee shall asy to the proceeds of sale in payment of (1) the expenses of sale, in-cluding the comprehation of the trustee and a trasunable charge by trustee's fattornes. (2) to the obligation secured by the trust dead, (3) to all persons then a twinded trens subsequent to the interest of the trustee in the trust surplus 1 and 10 the grants or to his successor in interest entitled to such the Benelminer may have been the subsequent to all provides the surplus to the trust of the surplus to the trust surplus to the surplus to

together with trustee's and attorney's tees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place dwignated in the notice of sale or the time to which said sale may be positioned as provided by law. The trustee may sell said property either auction to the highest bidder hor cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed norm as required by law conveying plice, its recitais in the deed of any matters of lact shall be conclusive proof of the trusteened. Any person, excluding the trustee, but including the grant or and beneficiary, may purchase at the sale.

the manner provided in ORS 86.735 to 86.795. 13. After the truster has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the truster conducts the sale, the frantior or any other persons so privileded by ORS 86.753, may cure sums scured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would being cured may be cured by tendering the performance required under the defaults in the default occurred. Any other default that is capable of bridgation or trust deed. In any case, in addition to curing the default or defaults the person effecting the cure shall pay to the beneficiary all costs together with trustees and attorney's less not exceeding the amounts provided by law.

Aural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in graving any essement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The gravine in any preconveyance may be essented as the "person or person and taking possesion or person or perso

row or pereatter appertaining, and the tents, issue and power provide the state of each agreement of grantor herein contained and payment of the FOR THE PURPCISE 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, it

together with all and singular the tenements, hereditaments and appartenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and prolits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate.

as Grantor, ASPEN TITLE & ESCHOW, INC. An Oregon Corporation LOLS N. FOTY, as to an undivided 3 interest; GLADYS M. COX. as to an undivided 2 interest: CHARLES CRAY, as to an undivided 1, 6 interest; STEPHEN COX, as to an undivided 1/6 interest; ALEGY REALYXAND JAMES COX, as to an undivided 1/6 interest, as Beneficiaries. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

ROGER W. PHILLIPS

Lot 8, Block 53, HOT SPRINGS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

5.9874 CILIA H

ASPEN 1-29758 TRUST DEED

UB. CO., PORTLAND. Vol. <u>M86</u> Page 5579

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The grantor covenant and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in the simple of said described real property and has a valid, unencumbered title thereto NONE

and that he will warrant and forever defend the same against all persons whomsoever.

The granter warrants that the proceeds of the ioan represented by the above described note and this trust deed are: (a)* ptimarily for granter's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if granter is a netural person) are for business or commercial purposes.

This used applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal sepresentatives, 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 breain. In construing this deed and whenever the context so requires, the masculine gerder includies the femily, whether or not named as a beneficiary breain. In construing this deed and whenever the context so requires, the masculine gerder includies the femiline and the neuter, and the ingular number includes the plural.

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

• IMPOTIANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is net applicable: If warranty (a) is applicable and the beneficiary is a creditor as such ward is defined in the Truth-in-Lending Act and Legulation Z_i the beneficiary MUST anapply with the Act and Regulation by making required discharges; for this purpose use Stevens-Ness form No. 1219, or equivalent. If compliance with the Act is not required, disregard this ratio.

X Brogn W. (Roger W. Phillips 19 Shielps Roger

5580

(18 the signer of the above is a corporation, use the form of admourted personnt appealse.)

STATE OF OREGON,	STATE OF OREGON,	
County of Klamath) ss. County of)	
This lygtrament was acknowledged before nue on	This instrument was acknowledged before me on	
Aprd1 . 2 (, 1986 , by	19 , by	
Rogar W. Phillips	(19	
NOTIRY - Frank	of	
Siter & Mallheath		•••••••••••••••••••••••••••••••••••••••
Notary Public for Origon	Notary Pulsic for Oregon	
(SEALS 11 Stationies on expires: 7-15-84	iWy commination expires:	(SEAL)
······································		

RECUIST FOR FULL RECORVEYANCE

To be used only when abligation have been paid.

TC-.

The undersigned is the legal owner and holder of sill indebtedness accured by the foregoing trust deed. All sums secured by said trust deed have been hilly said and satisfied. You haveby are directed, on payment to you of any sums owing to you under the terms of sold trust deed (which are delivered to you of any sums owing to adopt a delivered to you.

....., Trustee

. . **,** 19. . . .

seld trust closed or pursuant to statute, to cancel all evidences of indebtochess secured by said trust deed (which are delivered to you become the said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate raw hold by you under the same. Mail recommynence and documents to

DATED

Beneficiary

So one has an deerroy this load Dead De 1H1 NOTE which it conver, 3oth must be its iveral to the trutice for concellation before reconveyance will be made.

TRUST DEED (FORM No. 10) From No. 100 Roger W. Phillips Granter Lotin H. Doty, Gladys M. Cox, Charles Gray, Stephen Cox, James Cox. Benelidary	BFACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County of <u>Klamath</u> <u>Klamath} <u>Klamath</u> <u>Klamath</u> <u>Klamath</u> <u>Klamath</u> <u>Klamath</u> <u>Klamath</u></u>
AFTER RECORDING HETURN TO Astonn Title & Escrity, Inc. 600 Milin Street Klimeth Palls, Oregon 97601	Fee: 39.00	Evelyn Biehn, County Clerk HAME By Pan, An, Ch. Deputy