61486

TRUST DEED

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THIS TRUST DEED, made this 15th day of May , 19 86 , between

Quentin L. Breen

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY Wolff Ranch Inc. and Henry G. Wolff and Gerald C. Wolff Trustees of the Henry G. Wolff Trustees and the Estate of Gerald C. Wolff

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

Government Lots 3,4,5,6,11,12,13 and 14, Section 9, Township 35 South Range 7 East of the Willamette Meridian, Klamath County, Oregon.

> THIS SALE MAY BE SUBJECT TO SECTION 43 OF THE INTERNAL REVENUE CODE AS IT APPLIES TO IMPUTED INTEREST.

***Transfers will be permitted by grantor to any corporation wherein the Grantor is the major stock holder.

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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED AND TWO THOUSAND AND NO/100----

sold, conveyed, assigned or alienated by the grantor without trest then, at the beneficiary's option, all obligations secured by this inst. therein, shall become immediately due and payable.

The above described real property is not currently used for agricult To protect the security of this trust deed, drantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building in improvement thereon. To compile or restore promptly and in good and workmanlike manner. To compile or restore promptly and in good and workmanlike manner to restore the property of the property of the property of destroyed thereon, and pay when them which may be contructed, damaged or destroyed thereon, and pay when them which may be contructed, damaged of destroyed thereon, and pay when them which may be contructed, damaged of destroyed thereon, and pay when them which may be contructed, damaged of destroyed thereon, and pay when them which may be contructed, damaged of destroyed thereon, and pay when them which may be contructed, damaged of destroyed thereon, and any other them to the property of the property of them and the property if the breneticiary of the property public ollice or ollices, as well as the for pay for thing same in the property of the property of

(a) consent to the making of any map or plat of said property: (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other afteement allocting this deed or the liem or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthulness thereof. Truste's less for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any of the services mentioned in this paragraph shall be not less than \$5.5 for any part thereof, in its own name are or otherwise collect the rents, issues and prolits, including those past due and under or otherwise collect the rents, issues and expenses of operation and collection including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of time and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as alorsaid, shall not cure or waive any de

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or delaults. If the delault consists of a failure to pax, when due, sums secured by the trust deed, the default may be used by paying the entire amount due at the time of the cure other than such portion as would not then be due had no delault occurred. Any other delault that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any cuse, in addition curing the delault costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

logether with strustees and attorneys sees not executing the and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of place. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust dead, (3) to all persons the sale recorded liens subsequent to the interest of the trustee in the trust lies of the trustee in the trust surplus. If any, to the grantor or to his successor in interest entitled to such surplus. Beneficier, new terms.

surplus.

16. Reneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, heneliciary or truster shall be a party unless such action or proceeding is brought by trustee.

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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.

The grantor covenents 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 or hous hold purposes (say Important Notice below),
(b) for an organisation, or (even if grantor is a natural person) are for business or commercial 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 warminty (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 use Stevens-Ness Form No. 1315, or aquivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON; Countrol Klamath County of This inatrament was acknowledged before me on This instrument was acknowledged before me on, 79... Quentin Notary Public for Oregon (SEAL) (SEAL) My commission expires: 7 My commission expires: REQUEST FOR FULL RECONVEYANCE e 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 Beneticiary net loss or destrey this Trust Deed OR THE NOTE which is secures. Both must be delivered to the trustee for concellation before reconveyance STATE OF OREGON, TRUST DEED County ofKlamath... (FORM No. 581) I certify that the within instrument was received for record on the ... 16thday May , 1986 ..., at 3:14 o'clock R ... M., and recorded in book/reel/volume No.M86...... on SPACE RESERVED page 8469 or as fee/file/instru-FOR ment/microfilm/reception No. 61486..., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneticiary County affixed.

F∈e/ \$9.00

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By Man Smell Deputy

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AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

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