THIS TRUST DEED, made this 17th day of April , 19 86, between HAROLD D. BOYER and ROCHELLE G. BOYER, husband and wife

as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon Corporation BYRON R. LESTER AND JANE N. LESTER, husband and wife, as tenants by the entirety,

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WITNESSETH:

Grantor irrevocably grants, bargains, sells and equity the freeheart walk in grants in violation of applicable land use law and regulation of applicable land use law and regulation of applicable land use law and regulations. Before signing or accepting this instructions. Before signing or accepting this instructions. Before signing fee title to the unit #2, county of klamath, State of Oregon city or county planning department to verify with sinstrument will not allow use of apployed uses."

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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 NTMPROVETURE UTINDERD and NO 1300—

sum of NINETY FIVE HUNDRED and NO/100---

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

May 14, 1992, 19...

The date of maturity of the debt secured by this instance. becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

not sooner paid, to be due and payable

The date-of maturity of the debt setured by this instrument i becomes due and payable.

The above described real property is not currently used for optical the above described real property is not currently used for optical the above described real property is not currently used for optical the above described real property is not currently used for optical the above described real property is not currently used for optical the above described real property is not currently used for optical the above the above

(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 the subordination or other agreement allecting this deed or the lien or charge 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 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 frantee in any reconveyance may be described as the "person or person be conclusive proof of the truthfulness thereof. Trustee's stee for any of the services mentioned in this paragraph shall be not less than \$5: any of the services mentioned in this paragraph shall be not less than \$5: any of the services mentioned in this paragraph shall be not less than \$5: any of the property of the services wither in person, by agent or by a receiver to be aptime without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy necessary secured, enter upon and take possession of said property the indebtedness hereby secured, enter upon and take possession of said property, the close of the property of the propert

property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness such activities of the property of the prope

surplus, if any, to the grantor or to his successor in interest entitled to auch surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without successor trustee appointed hereunder. Upon such appointment, and without sonweyance duries conferred upon any trustee herewise with all title, not successor trustee, the latter shall be made by mitted powers and duries conferred upon any trustee herewise and or appointed instrument. Each such appointment and substitutionabil be made by writted instrument executed by beneficiary, containing reference to this trust deed instrument executed by beneficiary, containing in the ollice of the County and its place of record, which, when recorded the successor trustee. Shall be conclusive proof of proper appointment of the successor trustee. Shall be conclusive proof of proper appointment of the successor trustee. Shall be accepts this trust when the successor trustee is not acknowledged is made a public record as provided by Jaw. Trustee is not obligated to notify any party hereto of pending sale under any other deed of billing and the property of the property is successful 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 lows of Oregon or the United States, a title insurance company authorized to insure title to real savings and loan association authorized to do business under the lows of Oregon or the United States, or an association authorized under ORS 696.505 to 696.585 to 696.58 The second secon

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)* primarily tor grantor's personal, tamily, 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

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 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 beneficiary MUST comply with the Act and legulation 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 aquivalent; 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. 1305, or equivalent. If compliance with the Act is not required disregard this notice. Bochelle J. Rochelle G. Boyer with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON, County of County of VENTURA APRIL 23 , 19 8 6 Personally appeared duly sworn, did say that the former is the president and that the latter is the secretary of a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf 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 instrument to be theirvoluntary act and deed. and deed Before t Before me: (OFFICIAL SEAL) Rober haland Notary Public for Oregon CALIF Notary Public for Oregon (OFFICIAL SEAL) My commission expires: Mofficial Seat ROBERT L RANKIN NOTARY PUBLIC - CALIFORNIA COBERT VENTURA COUNTY REQUEST FOR FULL RECONVEYANCE My comm. expires DEC 27, 1989 To be used only when obligations have been paid. TO: Trustee 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. Muil reconveyance and documents to DATED: ,19 ,19 ... CHA OR CORROLL FULL BACKS FOR SA Beneficiary 110 d2 Process of distrey this Tree! Doed OR 5. Beth mu... PROPERT PASTRAMENT WHEE BOOK ACTOM THE S1511.5 CILVIGO AG VILL TORES Y Y RETIONS! STATE OF OREGON, SEE STATE OF OREGON, SEE STATE OF STATE OF SS. TRUST DEED MULT AND AND ME (FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORT

Harold D & Rochelle G. Boyer 1838 Caballero"

Simi Valley, CA 93065 Grantor

Byron R. & Jane N. Lester Route 2, Box 564

Richmond Hill, Georgia 31324 Beneficia v

AFTER RECORDING RETURN TO ELI PROPERTY CO. 18840 Ventura Blvd #218 Tarzana, CA 91356 Attn: Kerry Henn

HOLL OF VIETE ROBERTA DESCRIP altitud 1922 USBANI

SPACE RESERVED FOR RECORDER'S USE

I certify that the within instrument was received for record on the 19th day of May at 11:22 o'clock AM, and recorded in book/reel/volume No. M86 on page 8504 or as document/fee/file/ instrument/microfilm No. 61505 Record of Mortgages of said County. Witness my hand and seal of

County affixed. Evelyn Biehn, County Clerk By 19m Smill Deputy

Fee: \$9.00