ries-TRUST DEED INe restriction K-38546

<u> 1111</u>		07693 4	TRUST DEED	TOR !	age 12000
as Gre	THIS TRUST DI	EED, made this	8th day of	July	19.86
*****			CCOMPANY		******
as Ren	LESTER B	OOKSTOOL and	MARY HELEN ROOKS		, as Trustee, and
uo Den	enciary,		ROOKS	TOOL, husband	and wife
in	Grantor irrevocably	grants, bargains, s	WITNESSETH:		

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 2 in Block 7 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 connection with said real estate.

vith 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 tinal payment of principal and interest hereof, if not sooner paid, to be due and payable July 1 , 19 96 .

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note

The date of maturity of the debt secured by this instrument is the date, stated above, our ries due and payable.

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition
and repair; not to remove or demolish any building or improvement thereon;
1. To complete or restore promptly and in good and workmanlike
of restore promptly and in good and workmanlike
manner any building or improvement which may be constructed, damaged or
3. To comply with all laws, ordinances, regularies, covenants, conditions and restrictions graded and the second property. If the beneficiary so requests, to
call Code as the beneficiary may trajuire and to pay for filing same in the
py liling ollicers or searching agencies as may be deemed desirable by the
beneficiary.

destroyed timeson, and price and a contraction of restrictions affecting and acoperty; if the beneficiary so requests, to join in executing such linancing such discounts and the cost of the Uniform Commercian in the Cost of the

(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 afterenent altecting this deed of the lien or charge granting any restriction thereon; (c) join in any subordination or other afterenent altecting this deed of the lien or charge grantee in any reconvey without warranty, all or any part of the property. The legally entitled thereto, and the recitals therein of any matters or lacts shall be conclusive proof of the territorial shereof. Trustee's lees for any of the 10. Upon any default by grantor hereunder, beneficiary may at any pointed by a notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for erry or any past hereby secured, enter upon and take possession of said proprissues and profits, including those past due and unpaid, and apply the same, less costs and espenses of operation and collection, including reasonable attorliciary may determine.

11. The entering upon and taking possession of said property, the insurance passes and profits and profits of the entering upon and taking possession of said property, the insurance property, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured declare all sums secured hereby immediately due and payable. In such any event all sums secured hereby immediately due and payable. In such and event all sums secured hereby immediately due and payable. In such and event all sums secured hereby immediately due and payable. In such and event and saids the required by law and proceed to foreclose this trust deed by execute and cause to be recorded his written notice of leault and his election hereby whereupon the trustee shall list the time and place of sale, sive notice the trustee shall is th

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced to ecclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the 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 default or defaults. It the default may be cured by paying the entire amount due at the time of the cure other than such portion and the not then be due had no default overed. Any other default that is capable of being cured my be cured by tendering the performance required under the defaults, the person effecting the cure shall pay to the beneficiary all costs of and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's ters not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the day and a thing time to the sale shall be held on the day and a time to the trust deed to the sale shall be held on the day of the day the sale shall be together.

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 designated in the notice of sale or the time to which said sale may not be postponed as provided by law. The trustee may sell said property either an one pared or in separate parcels and shall self the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying held. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. 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, in cluding the compensation of the trustee and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all person deed as their interests and second of the trustee in the trust surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor sor trustee named herein or to any successor frustee appointed herein to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any frustee herein named or appointed hereunder. Each such appointment and substitutes herein named or appointed hereunder. Each such appointment which, when recorded in the mostfage records of the county or counties in 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 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.

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 except two mortgages in favor of Department of Veterans' Affairs which were recorded in Vol. M77 page 17180 and Volume M78 page 28670, which grantors herein have agreed to assume and pay 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 household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

personal representatives, successors and assigns. The term secured hereby, whether or not named as a beneficiary he gender includes the terminine and the neuter, and the singular to the terminine and the neuter.	binds all parties heren beneticiary shall med erein. In construing th	to, their heirs, legatees, devisees, administr an the holder and owner, including pledgee	ators, executo
gender includes the teminine and the neuter, and the singu IN WITNESS WHEREOR	ular number includes ti	is used and whenever the context so require the plural.	s, the masculi
IN WITNESS WHEREOF, said grantor	has hereunto set h	is hand the day and year first above	Written
not applicable; if worranty (a) is applicable and the beneficiary as such ward is defined in the	y (a) or (b) is	heeling R. Stark	
disclosures for this manual with the Act and Regulation by make	lation Z, the	OLGO A C STARR	•
If compliance with the Act is not required, disregard this notice.	r equivalent. TER	ESA K. STARR	
(if the signer of the above is a carperation, use the form of acknowledgement apposite.)	**********		•••••
STATE OF OREGON,			
County & Slamath ss.	STATE OF ORE	GON,	
This instrument was acknowledged before me on July 10 86 by	County of		
July 86, by	This instrument w	vas acknowledged before me on	
Michael R. Starr and	, -,	***************************************	
. tereso k. Starr	of		
Jan May		**************************************	** ** ***
(SEAL). Notary Public for Oregon	i e		** * *** ** ***
My commission expires: 8/27/87	i e		4==
	My commission exp	oires:	(SEAL)
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance	indebtedness secured to re directed, on paymentices of indebtedness se	cured by said trust deed (which are det	rured by said the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	cured by said trust deed (which are det	ured by said the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	ecured by said trust deed (which are deli parties designated by the terms of said to	ured by said the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED:	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	scured by said trust deed (which are deli- parties designated by the terms of said to Beneticiary	the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED:	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	scured by said trust deed (which are deliparties designated by the terms of said to parties designated by the terms of said to Beneficiary Beneficiary	the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: De not lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-11]	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	Beneticiary STATE OF OREGON,	the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: De not lose or destroy this Trust Deed OR THE NOTE which it secures.	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	Beneticiary the trustee for concellation before reconveyance will b STATE OF OREGON, County ofKlamath	the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: De not lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-11]	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	Beneticiary the trustee for concellation before reconveyonce will be STATE OF OREGON, County of	the terms of vered to you rust deed the
The undersigned is the legal owner and holder of all i trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: De not lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-11]	indebtedness secured in the directed, on payment ices of indebtedness se fout warranty, to the and documents to	Beneticiary the trustee for concellation before reconveyonce will be STATE OF OREGON, County ofKlamath	the terms of vered to you rust deed the mode.
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-1] STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	indebtedness secured in the directed, on payments uces of indebtedness secured to the and documents to and documents to	Beneticiary the trustee for concellation before reconveyance will be started for concellation before reconveyance will be started for county of	the terms of vered to you rust deed the mode. ss. mstrument
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-1] STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	indebtedness secured in the control of the control	Beneticiary Beneticiary the trustee for concellation before reconveyance will be structured for the trustee for concellation before reconveyance will be structured for the trustee for concellation before reconveyance will be structured for the structured for	ss. ss. strument ythday , 19.86, recorded
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-1] STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	indebtedness secured in the directed, on payments uces of indebtedness secured to the and documents to and documents to	Beneticiary Beneticiary the trustee for concellation before reconveyance will be strustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the terms of said to said the structure for concellation before reconveyance will be structured by the terms of said to said the structure for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation before reconveyance will be structured by the trustee for concellation by the truste	the terms of vered to you rust deed the rust deed the seemed. ss. ss. ss. ss. ss. ss. strument seemed to you rust deed the seemed to se
The undersigned is the legal owner and holder of all is trust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-1] STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	indebtedness secured in the control of the control	Beneticiary Beneticiary Beneticiary the trustee for concellation before reconveyance will be strustee for concellation in the strustee for concellation in the strustee for concellation for reconveyance will be strustee for concellation for reconveyance will be structured for reconveyance will be	the terms of vered to you rust deed the rust deed the seemed. ss. ss. ss. ss. ss. ss. strument seemed to on le/instru-63476
The undersigned is the legal owner and holder of all it rust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED [FORM No. 881-1] STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. Grantor Signature	indebtedness secured in the control of the control	Beneticiary Beneticiary The trustee for concellation before reconveyonce will be structured for the trustee for concellation before reconveyonce will be structured for the trustee for concellation before reconveyonce will be structured for the structured for the structured for the structured for record on the structured for the stru	the terms of vered to you rust deed the rust deed the seemed. ss. ss. ss. ss. ss. ss. strument st. ss. on le/instru-63476 sunt v.
The undersigned is the legal owner and holder of all it rust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO PORTLAND. ORE. Grantor Beneficiary AFTER RECORDING RETURN TO	indebtedness secured in the control of the control	Beneticiary Beneticiary Beneticiary the trustee for concellation before reconveyance will be strustee for concellation in the strustee for concellation in the strustee for concellation for reconveyance will be strustee for concellation for reconveyance will be structured for reconveyance will be	the terms of vered to you rust deed the rust deed the seemed. ss. ss. ss. ss. ss. ss. strument st. ss. on le/instru-63476 sunt v.
The undersigned is the legal owner and holder of all it rust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO PORTLAND. ORE. Beneficiary AFTER RECORDING RETURN TO Ster & Helen Rookstool	indebtedness secured in the control of the control	Beneticiary Beneticiary Beneticiary the trustee for concellation before reconveyance will be strustee for concellation will be strustee for concellation was received for record on the structure of structure for structur	ss. ss. ss. strument ythay 19 86, recorded 63476 bunty. seal of
The undersigned is the legal owner and holder of all it rust deed have been fully paid and satisfied. You hereby as said trust deed or pursuant to statute, to cancel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance of DATED: Denot lose or destroy this Trust Deed OR THE NOTE which it secures. TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO PORTLAND. ORE. Grantor Beneficiary AFTER RECORDING RETURN TO	indebtedness secured in the control of the control	Beneticiary Beneticiary The trustee for concellation before reconveyonce will be structured for the trustee for concellation before reconveyonce will be structured for the trustee for concellation before reconveyonce will be structured for the structured for the structured for the structured for record on the structured for the stru	ss. ss. ss. strument ythay 19 86, recorded 63476 bunty. seal of