65109 Vol. M& Page TRUST DEED 15093 THIS TRUST DEED, made this 6th day of Augu ACHIM BASSLER and ARLETTE BASSLER, husband and wife August, 19 86 , between as Grantor, ASPEN TITL: & ESCROW, INC., An Oregon Corporation E. WILLARD CHDARLEAF and VIOLA S. CEDARLEAF, husband and wife, with full as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property. Lots 77, 78, 79 and 80, BALSIGER TRACTS, in the County of Klamath, together with all and singular the rements, 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 STOURY TROUGLAND, AND NO 1300

of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereoi, it not soorer paid, to be due and payible ... at maturity of order and made by grantor, the final payment of principal and interest hereof, if The date of traducity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

es due and payable. The above destribed real property is not currently used for agricultural, timber or grazing purposes.

The ondere destribed real property is not currently used for agricu-Tic, protect the security of this trust ideed, granter agrees: 1. To protect, preserve and naintain said property in sod condition and repair, not to reminer or demolisis any building or improvement there prot to complete sing waste of sa d property. 2. To complete improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To complete sing or station of instructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To complete sing rest of the set incurred therefor. 3. To complete sing or the set incurred therefor. 3. To complete sing or the set in the set in the set in the tions and restriction static in the set in the set of therefor. 3. To complete sing statements pursuant to the Unitor of commer-tion in the set interimery may require as to pay for filling same in the proper public office or ollices, as well as the cost of all limit same in the brief cash of the set of t

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Itral, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any graning any resement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge graning in any reconveyance may be describenty part of the property. The legally entitled thereto, and the recitals thereon part of the property. The second of the truthulmess thereoit. Trustees lees for any of the second of the truthulens thereoit. Trustees lees for any of the second of the truthulmess thereoit. Trustees lees for any of the second of the truthulens thereoit. Trustees lees for any of the second of the truthulens thereoit. Trustees lees for any and the second of the truthulens thereoit. Trustees lees for any of the second of the truthulens thereoit. Trustees lees for any and the second of the truthulens thereoit. Trustees lees for any and the second of the truthulens thereoit. Trustees lees for any and the second of the truthulens thereoit. Trustees lees for any any of the independences hereby secured, enter upon and taking possession of said property, the sense, solices upon and taking possession of and property, the context may delault on oncine or release thereoit and such action and crutefor any taking or darade of the or property, and the application or crelease thereoit and staing or darade of the or property, and the application or oncine or release thereoit and a such action and crutefor any securit for the same policies or oncine or release thereoit and such action and property the action of a such records of there and there of the action of a such receives and profiles or any taking or darade of the or property, and the application or clease thereoit any taking or darade of the or pairs any delault or nonice of delauit hereunder or invalidate any act done or pairs any delault by grantor in payment of any indepledness secured there of any indepledness secured there or invalidate any act done or pairs any delault by gra

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 secured hereby or in his performance of any agreement hereunder, the beneficiary may even the beneficiary at his election may proceed to foreclose this trust deed by any secure of hereby immediately due and payable. In such an over the beneficiary at his election may proceed to foreclose this trust deed by adventisement and sale. In the latter event the boncelose this trust deed by adventisement and sale. In the latter event the boncelose this trust deed by adventisement and sale. In the latter event the boncelose this trust deed by adventisement and sale. In the latter event the boncelose this trust deed by the boncelose the trustee shall its the obligations secured thereof as then required by law and proceed to foreclose this trust deed in 13. Should the beneficiary elect to foreclose by advertisement and sale trustee for the trustee's sale, the grantor of other person so privileged by the default any time prior to live arys before the date set by the forks 66.760, may pay to the beneficiary of the trust deed and the enforcing the terms of the obligation and trust express the default, in which event all foreclosure process dual torney's fees not ex-cipal as would not then be due had no default accurred, and thereby cure the trustee. 14. Otherwise, the sale shall be held on the date and at the time and the advent, in which event all foreclosure proceedings shall be dismissed by the trustee. 15. Otherwise, the sale shall be time to which said as and the advent.

the detault, in which event all foreclosure proceedings shall be dismissed by 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 in one parcel or in seen by law. The trustee may sell said processes that designated in the notice of sale or the time to which said sale may in one parcel or in seen by law. The trustee may sell said processes that dever to the purchast for cash, purches at the time of place design the trustee may sell said parcels and shall sell the parcel or place that dever to the purchast for cash, purches at the time of the second the trustee may be able to cash, purchast at the time of the trustee the property so sold, but without any covenant or warranty, express or weying of the truthluiness thereof, any person, excluding the trustee, but inducing 15. When trustee sells pursuant to the powers for the configuration of the truste sale. 15. When trustee sells pursuant to the powers provided herein, trustee cluding the comproceeds of sale to payment of (1) the expenses of sale, in editoring the configuration of the trustee and a reasonable chaef by all persons the obligation accured by the trust deed, (3) de by all persons having recorded liens subsequent to the interest of the trust in the trust having the interest may appear in the outer of their priority and (4) the surplus. 16. For any reason permitted by law buckling and the sub-

surplus, it any, to the granter or to his successer in interest entitled to such 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 annotate the result of the surplus of the surplus conversance to the uncertainty fursites herein named without powers and duties content furstee, the latter shall be vested with all title hereunder. Each such appointment and substitution shall be made bypoint instrument executed by benimment and substitution shall be made bypointed instrument executed by benimment and substitution shall be made bypointed instrument executed by benimment and substitution shall be made bypointed instrument executed by benimment and substitution shall be contracted by benimment and its place of record, which when recorded in the office of the County Clerk or Recorder of the county counties in which the property is situated. 17. Trustee accepts this trust when this deed, duly executed and obligated to notify any pathle record as provided by law. Trustee is not obligated to notify any pathle record as under any other deed of shall be a party unless such action or proceeding is brought by trustee.

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The That Deed Act provides that the traitee is reunder must be schar an attorney, who is on active member of the Oregon State Bar, a bank, trust company rgs end loan association authorized to dis bus ress under the laws of Oregon or the United States, a title insurance company authorized to insure title to real by at this salte, its subsidiatives, affiliates, egent: or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

15094

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

NONE

and that he will warrant and lorever 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)* primurily for grantor's personal, family, 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, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not numed 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 WHERE()F, said grantor has hereunto . . .

as such word is defined to the Tout the Und Ing Denetici	aniy (a) or (b) is	6 October
handfilter three to the trum-triblending Act and R	iary is a creditor	
disclosures; for this purpose, if this tank and regulation by	making required	Gilette Bass ho
the purchase of a dwelling, use Stevens Ness Form No. 130 if this instrument is NOT to be a first line of first line of the li	of lian to finance Is ar equivalent:	marce passed
of a dwelling use Stevens Mare Fame Mar 18 hor to final	nco the purchase	
a service and a service in the service a	nt. if compliance	
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)		
	RS 53.490]	
STATE OF DREGON,	STATE OF OF	FCON C
County of Klamath	CINIL OF UN	REGON, County of
August 24	Personall	· · · · · · · · · · · · · · · · · · ·
Personally appeared the above named		y appeared and
Achin Bassler and	duly sworn, did	say that the former in the
Arlette Bassler, husband and wife	e president and t	say that the former is the
	secretary of	hat the latter is the
and the second	5 1144 million 1 1 1 1	
and the second	a corporation, a	nd that the seal attixed to the loregoing instrument is the issue corporation and that the instrument is the
an Cacknowledged the loregoing instru-	sealed in behalf	of said corporation by authority instrument was signed and
ment to be us their voluntary ast and deed.	and each of the	of said corporation by authority of its board of directors; m acknowledged said instrument to be its voluntary act
Ligitade me c	Before me:	a the the the total act
SEAL) Starting 1 Add	1.	
Wolart Public for Oregon	non	
	Notary Public to	r Oregon (OFFICIAL
My commission expires: 3-22-89	My commission e	expires: SEAL)
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