and the second state of the se	TRUST		M <u>8U</u> Page_	17953
nnreg	IRAJI		. 19.5	Sco, between
66653 THIS TRUST DEED, a Dorothy B. Fox'Conne	made this KALLATH (913)	Fox Connell, B	usband and wit	fe as
Dorothy B. Fox'Conne	11 and Gregory 5.			Trustee, and
joint tennants as Granfor, Transameric	a Title Insurance	Company	······	
as Grantor, Ilune Beatie Dale William Beatie	**************************************	***************************************	*****	

an Beneficiary,

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

Lot 5, of Block 15, Oregon Pines Subdivision.

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 thereol and all lixtures 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 sum of one thousand five hundred forty-seven and 01/100----

sum of ONE LNOUSANU LIVE HURLEY Dollars, with interest thereon according to the terms of a promissory note of even date herewith, psyable to beneticiary or order and made by grantor, the final psyment of principal and interest hereof, if not sconer paid, to be due and psyable APTIL 10, note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sconer paid, to be due and payable <u>April 10</u>, <u>19</u>, <u>89</u>. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without lirst having obtained the written consent or approval of the beneficiary's option, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become insumediately due and payable. The above described reol property is not currently used for agricultural, timber or graxing purposes.

ine above described real property is not currently used for agricul To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition and repair: not in remove or demoliah any building or improvement therean into commit or permit any waste of said property. To complete or restore promptly and in good and workmanike manner any building or improvement which may be chartured, damaged or destroyed thereon, and pay when due all costs incurred theredor. To somethy with all laws, ordinances, regulations, coverante, condi-tions and restrictions altering safe property; il the destroyed the timetormet interest into the timetrian statements of the pay lor films are main in the proper public officers or searching agencies as may be deemed desirable by the by films officers er searching agencies as may be deemed desirable by the by films of provide and continuously maintain insurance on the buildness

destropy Tra comply with all laws, ordinary if the beneficiary or request, to the section and rescription afforder prevention of the provide and to pay tor filling section may define the section of the provide and control of the provide and the

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(a) consent to the making of any map or plat of said property; (b) join in graning any essenteed or creating any restriction thereon; (c) join in any graning any essenteed or creating any restriction thereon; (c) join in any graning any essenteed or creating any restriction thereon; (c) join in any graning any essenteed or creating any restriction thereon; (c) join in any graning any essenteed or creating any restriction thereon; (c) join in any graning any essenteed or creating this deed or the line or charge thereof; (d) recently, without warranty, all or any part of the property. The granice in any recompance may be described as the "person or persons be conclusive proof of the truthluiness thereoil. Trustee a test for any of the second between the recitals there in any second of the property. The second provide the truthluiness thereoil. Trustee a test for any of the second of the truthluiness thereoil. Trustee a test for any of the second of the truthluiness thereoil. Trustee a test for any of the second of the truthluiness thereoil. Trustee a test for any of the second of the truthluiness thereoil. Trustee a test for any of the property, end without regard to the adequare of any security propheties on any part including those past due and unpaid, and apply the same. If the entering upon and taking possession of asid property, is test upon any indebtedness secured hereby, and in such order as beneficiar y and thereing upon and taking possession of asid property. If the entering upon and taking possession of and property, and the application or release thereod as any indebtedness secured any there and other property, and the application or release thereod any test and other property, and the application or release thereod any test and other property, and the property and the application or release thereod any test and other property. The application or notes and thereonder or invalidate any act any test and the property. If the application or companies and the property is test of points.

property, and the application or release thereol as aloresaid, shall not cure or nervisuant to such notice.
12. Upon default by stantor in payment of any indebtedness secured for inhis performance of any agreement heresunder, the beneficiary may and declare all such notice.
13. The such notice.
14. Upon default by stantor in payment of any indebtedness secured hereby on in his performance of any agreement heresunder, the beneficiary may and addition of the performance of any agreement heresunder. The beneficiary may any additional paysible. In such and additional additional

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If, For any reason permitted by law beneliciary may from time to successor trustee appointed because. If point mech appointment, and without successor trustee appointed because. It point mech appointment, and without successor trustee appointed because. It point mech appointment, and without successor trustee appointed because. It point mech appointment, and without successor trustee appointment and substitution shall be used with all title conveyance duties conferred upon any trustee herein neared or appointed hereunder. Each such appointment and substitution shall be made by willen hereunder. Bach such appointment and substitution shall be made by willen hereunder. Such appointment and substitution shall be inset deal by will end its place of the county or counties in which the property is situated. Shall be conclusive proof of proper appointment of the successor trustee. If Trustee accepts this trust when this dead, duly accurited and exhowledged is made a public record as provided by law. Trustee is not choigedted to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneliciary or trustee shall be a perty unless such action or proceeding is brought by trustee.

entomey, who is an active member of the Oregon State Bar, a bank, trust company regen or the United States, a title insurance company authorized to insure title to real instes or any agency thereof, or an excrow agent likerced under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the trustee harsunder must be either or savings and toon association authorized to do business under the laws of property of this state, its subsidiaries, affiliates, agents or branches, the United

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 for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b)x har an argaeisather, box forcestly is secont or by person's person's person's best in the below of the below of

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 named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural.

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

ŝ. CEABOTY Fox 'Connell (if the signer of the above is a corporation, one the form of acknowledgment appoint.) IORS 93.490 STATE OF California STATE OF OREGON, County of 80. County of San Diego APRIL 9. 198 Personally appeared Personally appeared the above named. Dorothy B. Fox'Connell .end duly sworn, did say that the former is the Gregory S. Fox'Connell president and that the latter is the. secretary of a corporation, and that the seal artized 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 bet and acknowledged the foregoing instrument to be their voluntary act and deed Betore me: OFFICIAL SEAL Before me: (OFFICIAL SEAL) OFFICIAL SEAL PHENSTIN-DANNE WRIGHT NOTATION DEPENDENT CAFFORNIA NOTATION DEPENDENT IN PERSONNAL DEPENDENT IN 23, 1990 Mr. CONTR. Hours JAN 23, 1990 Notary Public for Oregon (OFFICIAL SEAL) Commission expires vante Ы OR FULL RECONVEYANCE ******* used only when abligations 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 dood 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 dead 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

DATED:

Banoliciary

Do not loss or desirey this Trust Bood OR THE NOTE which it secures. Both must be delivered to the invites for concellution before reconveyo

TRUST DEED STATE OF OREGON, County of Klamath SS. I certify that the within instrument was received for record on the 2nd day of October ,19.86, at 12:19 o'clock ^D. M., and recorded Dorothy B. Fox'Connell Gregory S. Fox'Connell SPACE RESERVED Grantor Dale William Beatie FOR RECONDER'S USE instrument/microfilm No. 66653 Record of Mortgages of said County. Renaticiary Witness my hand and seal of AFTER RECORDING NETURN TO County affixed. Dale Beatie Evelyn Biehn, 3385 Paseo Halcon County Clerk NAME Ву San Clemente, Ca. 92672 Fea: \$9.00 m Deputy m