

67922

THIS TRUST DEED, made this

JUN 21 1986 9th day of JULY

ATCO 30408 Volume 86 Page 20278 TRUST DEED

ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION, TRUSTEE as Beneficiary.

under Trust No. 7213 Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

Lot 13 in Block 25 of Tract 1113-Oregon Shores-Unit 2, as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County.

WITNESSETH: [Signatures]

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$10,000.00 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

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

1. To protect, preserve and maintain said property in good condition and repair... 2. To complete or restore building or improvement... 3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises...

4. To pay all taxes, assessments and other charges that may be levied or assessed upon or against said property... 5. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee...

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with this obligation... 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee...

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation... 9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any

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. 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, or the United States or any agency thereof.

7213-03010

and that he will warrant and forever defend the same against all persons whomsoever.

20279

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

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

* 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 or 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. If compliance with the Act not required, disregard this notice.

[Signature]
Sheryl B. Lundwall
JULY 9, 1986 WITNESSED BY

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF California

(ORS 93.490)

STATE OF CA, County of Los Angeles ss.

Staple
STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

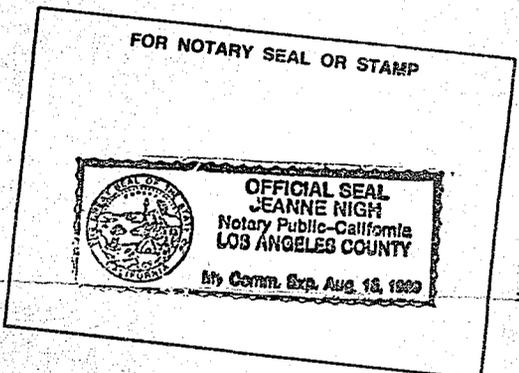


On this the 20th day of August 19 86 before me, personally appeared Kerry Penn, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at Tarzana, Calif.

he was present and saw John N. Lundwall that and Sheryl B. Lundwall personally known to be that person described in, and whose name is subscribed to the within and annexed instrument execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Signature *[Signature]*

CAL-376 (Rev. 8-82) Ack Witness
Staple



trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing on 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.....

DATED:, 19.....

TRUST DEED

Grantor
Beneficiary

STATE OF OREGON
County of Klamath } ss.
I certify that the within instrument was received for record on the 7th day of November, 19 86, at 1:22 o'clock P.M., and recorded in book 1136 on page 20279, or as file/reel number 67922, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn,
Klamath County Clerk
By *[Signature]* Deputy

Fee: \$9.00

FN Ret
572 East Main St.
Pasadena, Ca 91101

AFTER RECORDING RETURN TO