Aspen THE #M-3036/ Page 20290 EORM, No. 881-1—Oregon Trust Daed Series—TRUST DEED (No restriction on casign October , 19 86, between TRUST DEED THIS TRUST DEED, made this 28 10 day of October
Edward L. Davis and Naomi R. Davis, husband and wife THIS TRUST DEED, made this . Aspen Title & Escrow, Inc. Joyce McBride as Beneficiary, and Cynthia McBride as alternate beneficiary Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_Klamath.\_\_\_\_County, Oregon, described as: Parcel 1: Lots 1 and 2, Block 5, EXCEPT the Westerly 10 feet of ORIGINAL TOWN OF BONANZA, in the County of Klamath, State of Oregon. Parcel 2: The Easterly 100 feet of Lots 8, 9, and 10 and the West 10 feet of Lots 1 and 2, Block 5, ORIGINAL TOWN OF BONANZA, in the 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 sum of Seventy Five Thousand (\$75,000.00) OF LVC. note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable approximately April 1

not sooner paid, to be due and payable approximately April 1

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.

The date described real property is not currently used for agricultural, timber or grazing purposes. So not sooner paid, to be due and payable to beneficiary or order and make the date of maturity of the debt secured by this instrument is the date of maturity of the debt secured by this instrument is the debt of the debt secured by this instrument is the debt of the debt secured by this instrument is the debt of the debt secured by this frust deed, grant or to represent the security of this trust deed, grant again of the security of the debt secured by this frust deed, grant again of the security of the (a), timber or grazing purposes.

(a) consent to the making of any map or plat of said property: (b) join in any franting any easement or creating any restriction thereon; (c) join in any franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof: (d) reconvey, without warranty, all or any part of the property. The subordination of the property without warranty all or any matters or facts shall grades in any econveyance may be described as the "person of persons legally entitled property of the property of the property of the conclusive proof of the truthfulness thereof. Truste's fees for any of the become in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be necessary or receiver on he appointed by an ourt, and without regard to the adequacy of any any it is more pointed by an ourt, and without regard to the adequacy of any of any part thereof, in its own name sue or otherwise collect the rents, less costs and expenses of operation and our and unpaid, and apply the same, rely or any indebtedness accured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said from the property, the insurance oplicies or compensation of awards for any taking or the any of the property, the insurance policies or compensation of awards for any taking or damage of the insurance policies or compensation less thereof as allowed the policiery of the property, default or notice of default her cunder or invalidate any act done property, default or notice of default her cunder or invalidate any act done or in his performance of any any agreement hereumder, the beneficiary may all the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement and large and the grant of the grant together with trustee's and attorney's lees not exceeding the amounts provided together with trustee's and attorney's lees 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 place designated in the notice of sale or the time to sale or person to the property of the property of the property of the property of the time to the property of the surplus, it any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein to the successor trustee appointment, and without conveyance to the successor trustee, the latter shall be rested with all title, powers and duties content upon any trustee herein named or appointed hereinder. Each such appointment upon any trustee herein named by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, which when recorded in the mortgage records of the county or countries which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. of the successor trustee.

17. Trustee accepts this trust when this deed, duly execute acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any other of trust or of any action or proceeding in which grantor, beneficiary or 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 bonk, trust company of 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 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfor those easements and encumbrances now of record.

	and that he will warrant and forever defend	the same against all persons whomsoever.
	The state of the s	발발을 하게 되었다. 그는 소리들의 기가 가장이 가장이 있다. 가장 생각이 되었다. 기가 되었다. - 전통을 하게 되었다. 기가 하는 것이 하는 것이 되었다. 그는 것이 하는 것이 되었다. 그는 것이 되었다.
	The grantor warrants that the proceeds of the loan (a) CONTINUE AND SHANNES AND COMMENTAL SHANNES AND	n represented by the above described note and this trust down attrial person and the struct down attrial person and the struct down attrial person attributes the person attributes at the person attributes attributes attributes at the person attributes at the person attributes at the person attributes at the person attributes at
£	gender includes the form.	binds all parties hereto, their t
no as be dis If	* IMPORIANT NOTICE: Delete, by lining out, whichever warranty of applicable; if warranty (a) is applicable and the beneficiary is defined in the truth-in-lending Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319, or expensions of the Act is not required; disregard this extraction.	has hereunto set his hand the day and year first above written.
STA	If the signer of the above is a corporation, te the form of acknowledgement apposite, TATE OF OFFICE OF STATES	and and
Ĉi Eŭ	County of Holamath Ss.  October Samath Ss.  Oktober Samath Ss.  Oktober Samath Ss.  Oktober Samath Ss.	STATE OF OREGON,  County of \$\} ss.  This instrument was acknowledged before me on \$\]  19
	Wartens All	19 by sections by
(SEAI	My commission expires: 3-22-89	Yotary Public for Oregon Ty commission expires:
70:	REQUEST FOR To be used only when	FULL RECONVEYANCE  n obligations have been poid.
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tate now	n together with said trust deed) and to reconvey, without was ow held by you under the same. Mail reconveyance and doc	sides secured by the foregoing trust deed. All sums secured by said indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the
TF	RUST DEED	Beneficiary  be delivered to the trustee for concellation before reconveyance will be mode.
STEVENS N	SINESS LAW PUB. CO. PORTLAND. ORE. U.S. BIOCY 2 EXC	STATE OF OREGON,
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727 700	Tensi per	NAME By TITLE

## TRUST DEED

## SUPPLEMENTAL CONDITIONS

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/ ha. " =	3 bulk oil canisters
1 6:1141 1261 - 4 071	l air compressor
1 bubble balancer 1 tire spread  1 oil grain canister 1 battery charger 1 small spin battery	
1 +: 1 small charge	1 propane heater
1 tire spreader  1 small spin balancer	Propane heater  hoist & lifters wall cabinet (metal) water pump & pressure tank
The Tader	1 Wall Cabinet
id beneficia.	(metal)
rdenced by retains	Pressure
The beneficiary retains a security :	tank

The beneficiary retains a security interest in said equipment contemporaneously herewith which is executed and filed contemporaneously herewith.

- The Grantor will maintain fire insurance in the amount of \$30,000.00 on the building and \$17,000.00 on the mobile home and
- 3. In addition the sale includes a 1972 Pacifica mobile home, property.

  1.D. No. 12169 and title number 8515475009, located upon said

The title to said moible home shall be rerecorded with the The title to said moible nome snall be rerecorded with the their assigns. As the registered owners with the beneficiary herein their assigns, as the registered owners with the beneficiary herein having a security interest therein.

There are two trusts on this property wherein Town and Country Mortgage & Investment Company, an Oregon Corporation, is beneficiary. Joyce McBride. the beneficiary herein agrees to Country Mortgage & Investment Company, an Oregon Corporation, is the beneficiary. Joyce McBride, the beneficiary herein agrees to have been paid in full and to hold the grantors, their heirs and Continue to be responsible for both or said obligations until the have been paid in full and to hold the grantors, their heirs and assigns harmless thereon so long as the payments herein provided are paid as provided herein.

Davis

Alama R. Davis

## EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH:

Novemi request of	TY OF KLAMATH:			
\$13.00	n.D., 19 <u>86</u> at <u>1</u> Mortes	22 o'clock P		
		on Pa	M., and duly recorded	in Vol. 1136
		By	n Bielm, County Cl	erk D.