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ATC 3047  
TRUST DEED

Vol. M<sup>U</sup> Page 21864  
20006

Vol. MSB Page 19036  
1st 1903

THIS TRUST DEED, made this  
CAYIR FN 11 B.R.T. 1  
ASPN TITLE & ESCROW INC., an OREGON CORPORATION as Trustee; and FN REALTY  
CORPORATION, TRUSTEE as Beneficiary.  
under Trust No. 7213 WITNESSETH,  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH  
OREGON described as:  
Plat 1 Unit 2 as shown on the map filed on December 9, 1977 in Volume 21,

Lot 20 in Block 17 of Tract 1113-Oregon-Shores  
Page 20 of Maps in the office of the County Recorder of said County.

The above described real property is not currently  
owned, the title thereto having been  
expressed therein, or hereinafter  
To protect the security of this trust deed, grantor agrees:  
not to remove or demolish any building or improvement thereon; not to commit or  
permit any waste or damage to any building or improvement thereon; not to commit or  
2. To complete or restore promptly and in good and workmanlike manner any  
building or improvement which may be constructed, damaged or destroyed thereon,  
and pay when due all costs incurred therefor.  
3. To comply with all laws, ordinances, regulations, covenants, conditions and  
restrictions affecting said property; if the beneficiary so requests, to join in executing  
such financing statements pursuant to the Uniform Commercial Code as the beneficiary  
may require and to pay for filing same in the proper public office or offices, as  
well as the cost of all lien searches made by filing officers or searching agencies, as  
may be deemed desirable by the beneficiary.  
4. To provide and continuously maintain insurance on the buildings, now or  
hereafter erected on the said premises against loss or damage by fire and such other  
hazards as the beneficiary may from time to time require in an amount not less than  
double to the latter; all policies of insurance acceptable to the  
beneficiary shall be delivered to the  
beneficiary, if the grantor shall fail for any reason to  
pay the premiums when due, or if notices to the beneficiary shall have been given now or at least  
one month before the date when payment is due, and the grantor shall still fail to  
pay the premiums when due.

4. To provide and pay for all expenses incurred by the grantor hereafter erected on the said premises, written in compliance with the terms of this instrument, and to pay for any taxes, assessments and other charges that may be levied or assessed upon or against such premises free from construction, items and to pay all taxes due or delinquent or prompt delivery receipts therefor to the grantor to make payment of such taxes, assessments and other charges become past due or delinquent and to make payment of any taxes, assessments, insurance premiums, items or other charges payable by grantor, either by direct payment by grantor or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property of the grantor, as well as the grantor, shall be bound to the same extent that the grantee, or any person holding title to the property, shall be bound to the payment of the debt.

opinion of counsel, forth in the note, paragraphs 6 and 7 of this trust, secured by this trust deed, without waiver or cancellation of the covenants hereof and for such payments, with interest thereon, as may be due, shall be bound to the same hereinbefore described, and for such the grantor, shall be bound to the same, and all such payments shall be immediately due and payable, without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 the administration of the trust.

7. To defend any action or proceeding purporting to affect the title to the property or trust; and in any suit, action or proceeding, including any suit for title and/or possession, to appear and defend the title and/or possession of the property or trust.

6. To pay all costs, fees and expenses of search as well as the other costs and expenses of  
with this obligation.

7. To appear in and defend any action or proceeding purporting to affect or  
proceeding in which the beneficiary or trustee may appear—including any suit for the  
foreclosure of this debt, to pay all costs and expenses, including evidence of title and  
the beneficiary's or trustee's attorney's fees provided, however, in case the suit is  
between the grantor and the beneficiary or trustee then the prevailing party shall  
be entitled to the attorney's fees herein described; the amount of attorney's fees  
as set forth in paragraph 7 in all cases shall be fixed by the trial court or by the  
parties in accordance with the terms of this instrument.

foreclosure of the beneficiary's or trustee's fee, herein described, shall be entitled to the attorney's fees herein described, and the appellate court if an appeal is taken.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under eminent domain or condemnation, beneficiary shall have the right, if it shall be determined that all or any portion of the monies payable as compensation for the amount required to pay all reasonable costs of removal or incurred by grantor in removing the same, first upon any reasonable

be mentioned in this affidavit, and the court may make such order as it deems appropriate court if an appeal is taken.

**It is mutually agreed that:**

8. In the event that any portion or all of said property shall be sold by the court, or in the event of any condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the money payable compensation, or such taking, which are in excess of the amount required to pay all reasonable compensation, expenses, and attorney's fees necessarily paid or incurred by grantor in connection with the proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate court, and thereafter, if necessary, paid or incurred by beneficiary, such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees to its expense, to take such actions and execute such instruments as shall be necessary for obtaining such compensation, promptly upon beneficiary's request.

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, reconveyance (or cancellation), without affecting the liability of grantor, trustee shall join in granting any easement or creation

The grantor covenants and agrees to and with the be  
lief and property and has a valid, une

restriction or thereof); (e) join in any subordination or other agreement affecting this  
deed or the item or charge thereof; (d) reconvey, without warranty, all or any part of  
the property. The grantee in any reconveyance, and the record of therein may be described as "the person or  
person legally entitled thereto," and the record of therein may be described as "the person or  
be conclusive proof of the truthfulness thereof. Trustee's fees for any of matters or fact shall  
mentioned in this paragraph shall not be less than \$5.  
10. Upon any default by grantor or hereunder, beneficiary may at any time with  
due notice, either in person, by agent or by a receiver, be appointed by a court, with  
enter upon and take possession of any security for the indebtedness hereby secured, and  
use or otherwise take possession of said property or any part thereof, in its own name,  
unpaid, and apply the same: less costs and expenses of including those last two and  
including reasonable attorney's fees subject to paragraph 7 hereof and collection  
indebtedness secured hereby, in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies of compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or 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 in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage, the manner provided by law for mortgage foreclosures. However, if said land is not so currently used, the beneficiary at his election may proceed, if and as proper, to foreclose this trust deed in law, as a mortgage and sale. In the latter event the beneficiary or his trustee shall file in the office of the recorder his written notice of default and his election to foreclose this trust deed in law, and proceed to foreclose this trust deed in the manner provided in ORS 85-795.

13. Should the beneficiary elect to foreclose by advertisement and sale, he may do so either person so privileged by ORS 85-760, may be required to pay into court the amount so received thereby, including any

and expenses, and attorney's fees not exceeding \$100.00, and which would not then be due had no default occurred; otherwise, the sale shall be held on the date set in the instrument, either in the notice of sale, or at the time of sale. The trustee shall sell the property, either in one or in separate parcels and shall receive the net proceeds of such sale, less all costs and expenses of sale, including attorney's fees, and the amount paid by the highest bidder, if any, in form as required by law, conveying the property so purchased, without any covenant or warranty, express or implied. The results in the determination of the value of the property, and the manner of sale, shall be conclusive proof of the truthfulness thereof. All matters of fact shall be conclusive proof of the truthfulness of the statement of the trustee, but including the grantor and beneficiary, may purchase the property at the sale.

When trustee sells pursuant to the powers provided herein, in case of sale, or payment of, the expenses of attorney, and other expenses, or a transferable charge by trustee, attorney, or other person, all persons having record title to the property, at their expense, shall be liable to pay the same.

15. When trustee sells pursuant to the powers provided in the trust instrument, the expenses of sale, the compensation of the trustee and a reasonable charge by trustee's attorney, subsequent to the interest of the trustee in the trust deed, if any, so far as they appear in the order of their priority and (4) the surplus, if any, so far as they appear in interest entitled to such surplus.

en under the right, if it so compensates for reasonable costs, or in such manner as may be reasonable before the courts, and by the County Clerk or Recorder of the county or counties in which the same shall be executed and disseminated.

upon any trustee herein named or substituted shall be made by written reference to this trust deed and its place of record in the County Clerk's office of the County where the property is situated, shall be conclusive proof of proper appointment of trustee.

17. Trustee accepts this trust when this deed, duly executed and made a public record as provided by law. Trustee, duly executing and recording this instrument, shall be relieved of all liability of any party hereto of pending sale under any other deed or trust or proceeding in which grantor, beneficiary or trustee shall be a party or otherwise involved.

Witnessed under his hand, that he is lawfully

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, 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 estate, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

13818

21845

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

OCT 19 1986

REC'D 10/20/86

REC'D 10/20/86

HOSPITAL

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, insures 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.

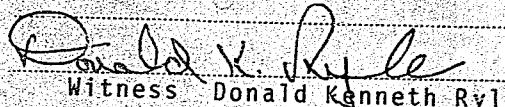
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice.

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

(ORS 93.490)

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_ ss.  
19STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ss.  
19

  
Carla Ann Barthel

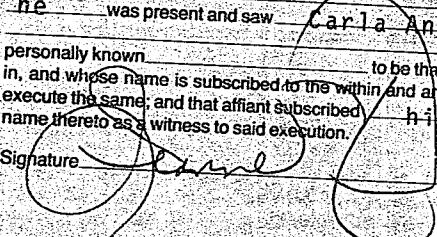

  
Witness Donald Kenneth Ryle

and

STATE OF CALIFORNIA,  
COUNTY OF Los Angeles } ss.

On this the 11th day of August 1986 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald Kenneth Ryle, 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 Donald Kenneth Ryle resides at Tarzana, Calif.

he was present and saw Carla Ann Barthel 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

Signature 

FOR NOTARY SEAL OR STAMP



My Comm. Exp. Aug. 19, 1989

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

herewith acknowledged to be a true and correct copy of the original instrument.

estate now held by you under the same, Mail reconveyance and documents to

DATED: Oct 26 1986, returnable to the office of the Notary Public

Beneficiary

## TRUST DEED

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 20th day of October, 1986, at 10:21 o'clock A.M., and recorded in book 186 on page 1036, at file/reel number 67257. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn,

Klamath County Clerk

Title

By 

Grantor

SPACE RESERVED  
FOR  
RECORDERS USE

Beneficiary

AFTER RECORDING RETURN TO

FN REALTY SERVICES, INC.  
35 N. Lake Ave., Suite 300  
Pasadena, CA 91101

Fee: \$9.00

INDEXED

Vouchered and filed in the office of the Notary Public  
for safe keeping on the tenth day of November, 1986.

By

**21866**

**STATE OF OREGON: COUNTY OF KLAMATH: ss.**

Filed for record at request of \_\_\_\_\_  
of November A.D. 19 86 at 2:03 o'clock P.M., and duly recorded in Vol. M86,  
of Mortgages on Page 21864.

FEE \$13.00

Evelyn Biehn, County Clerk  
By 