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**THIS TRUST DEED**, made this

# ESTRUST DEED

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3178

as **Grantor**, Munson M. Sandoval and Margaret A. Sandoval, 19 87, between  
Aspen Title & Escrow  
 as **Beneficiary**, Suburban Finance Company, as **Trustee**, and

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

Lot 39, Skyline View, in the County of Klamath, State of Oregon.

WITNESSETH:

1982 DEED

together with all and singular the tenements, hereditaments and appurtenances, and now or hereafter appertaining, and the rents, issues and profits thereof, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Seventeen-Thousand-Eighty-Nine and 18/100 Dollars, not sooner paid

not sooner paid, to be due and payable February 19, 1994. The date of maturity of the debt secured by this instrument is the date stated then, conveyed, assigned or alienated by the grantor herein contained and payment of the

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property herein described;
2. Not to remove, alter or destroy any improvements on the property herein described;

1. To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish said building or improvement thereon; not to commit or permit any waste of said property.
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 incurred all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary requests to join in executing such financing statements; if the beneficiary requests, to prepare public office or offices, as well as the Uniform Commercial Code as the beneficiary may require and to pay for filing same; if the beneficiary, filing officers or searching, as well as the cost of paying for filing same.

[illegible]

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, an amount not less than \$ \_\_\_\_\_, 089.18

policies acceptable to the beneficiary shall be delivered to the latter; all if the grantor's insurance shall be delivered to the beneficiary as insured, deliver said policies to the beneficiary for any reason to prevent the same from being of any policy, of insurance at least ten days prior to the date the insurance collected upon any fire or other hazard placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount may determine, or option of beneficiary may be made in case the amount of any part thereof, may be released to grantor, such application or release, or waive any default or notice of default herein provided, or pursuant to such notice.

5. In witness whereof,

[illegible]

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 or in enforcing this obligation and the trustee's fees actually incurred.

7. To be returned, and to discharge his obligation and trustee's and attorney's  
alleged the security rights in and defend any action or proceeding purporting to  
action of any kind, the powers of the beneficiary or trustee may, and in any suit,  
any suit or proceeding in which the beneficiary or trustee may, and in any suit,  
including evidence of the preclosure of this deed, and all costs and expenses, including  
of attorney's fees merged in the beneficiary's or trustee's all costs and expenses,  
fixed by the decree of the trial court and in the event of an appeal from any judgment  
decree of the trial court and in the event of an appeal from any judgment shall be  
the cost shall adjudge reasonable as the beneficiary's or trustee's such sum as the ap-  
peal, and such appeal.

It is mutually agreed that:

It is mutually agreed that:

under the right of eminent domain or all of said property shall be taken right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount payable to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and both in and first upon any reasonable costs and expenses and attorney's fee incurred by beneficiary in such proceedings, shall be paid to beneficiary and secured hereby; and grantor agrees, at its own expense, to take such action to execute such instrument as may be necessary in obtaining such compensation, promptly upon beneficiary's request.

At any time and from time to time,

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 reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property, granting any easement or creating any restriction thereon; (b) join in subordination or other agreement affecting the deed or the lien or the title thereof; (c) reconvey, warranty, deed or any other instrument, legally entitled thereto, and the recitals thereof, to the Trustee, or to any other person, who may be described as the owner of the property. The foregoing shall be conclusively proof, and the recitals thereof shall be conclusively proof, of the truthfulness thereof in any matters or facts shall be mentioned in any paragraph shall be not in the Trustee's fees for any time without.

10. Upon any default of the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by attorney, cause the indebtedness hereto, and without regard to the adequacy of the security for any or any part thereof, to be secured, and to take possession of the property and profits, including in its own name, and otherwise collect the said property's fees and expenses of operation and collection, and pay the same, the rents, and the interest thereon, and the taxes and assessments thereon, and the beneficiary may determine.

11. The entering upon and taking possession of the property and profits and collection of such rents, interest, taxes and assessments, and the payment of the same, shall be deemed to constitute a full and complete satisfaction of the indebtedness hereunder, and the beneficiary shall be entitled to the same.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of life and other insurance policies or compensation or awards for any injury or damage to 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 hereby or in his performance of the covenants, conditions and obligations herein contained, the interest of the beneficiary herein shall not be terminated, forfeited, or otherwise lost, and the same shall remain in full force and effect, including reasonable attorney's fees, until the same are secured hereby, and in such order as beneficiary may determine.

12. In default by grantor in payment of any indebtedness secured by or in his performance of any agreement hereunder, the beneficiary shall declare all sums secured hereby immediately due and payable. In such event, the beneficiary at his option may proceed to foreclose the trust deed in equity, as a mortgage or direct foreclosure, and the beneficiary shall execute and cause to be recorded all notices to foreclose the trust deed as may be required by law and procedure. In the latter event, the beneficiary or the trustee shall hereby be deemed to have conveyed the property to the beneficiary or the trustee as then required by the trustee should the beneficiary or the trustee in the manner provided in ORS 87.735 and 87.750 to foreclose the trust deed secured hereby.

13. After the trust deed is foreclosed, the beneficiary shall sell the property sold under the trust deed.

[illegible][illegible]

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all having recorded liens subsequent to the interest of the trustee in the deed as their interests may appear in the order of the trustee in the sale, and (4) to the grantor or his heirs, assigns, and assigns in fee simple, in the surplus, if any, to the grantor or his heirs, assigns, and assigns in fee simple, in the surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance or appointment of the trustee, the latter shall be vested with all rights and powers and duties of the trustee herein and shall be deemed to be the trustee hereunder. Each such appointment shall be made by a written instrument. Each such appointment which, when made, shall be in the form of a written instrument, shall be recorded in the public records of the county in which the property is situated, shall be captioned "Appointment of Beneficiary of the Successor Trustee."

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending suit under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee 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 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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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

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 or household purposes (see Important Notice below),  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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.

\* 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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the disclosures MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

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

STATE OF OREGON,  
County of Klamath

This instrument was acknowledged before me on February 19, 1987, by  
Munson M. Sandoval and  
Margaret A. Sandoval

Notary Public for Oregon  
My commission expires: 5/1/90

STATE OF OREGON,  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed 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 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\_\_\_\_

Beneficiary

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, OREGON

Munson M. Sandoval and  
Margaret A. Sandoval

Grantor

Suburban Finance Company

Beneficiary

AFTER RECORDING RETURN TO

Suburban Finance Company  
3928 S. 6th  
Klamath Falls, Oregon 97603

Fee: \$9.00

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the 26th day of February, 1987, at 3:59 o'clock PM, and recorded in book/reel/volume No. M87 on page 3178 or as fee/file/instrument/microfilm/reception No. 71815. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehm, County Clerk

By: \_\_\_\_\_ Deputy

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