	72549	ASPEN S-30815 TRUST DEED	Vol. M87 Page 4609	
* 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THIS TRUST DEED, made JOAN McCARTHY	this5thday of	March , 19.87 , betw	weer.
as Gra	ntor, ASPEN TITLE & ESC	CROW, INC., An Oregon Cor	poration , as Trustee,	
	eficiary,	-		••••••
	Grantor irrevocably grants, b	WITNESSETH:	istee in trust, with power of sale, the prop	4 .
in	KlamathCo	unty, Oregon, described as:	notee in trust, with power of sale, the prop	erty
	SEE ATTACHED EXHI	IBIT "A" FOR LEGAL DESCRI	PTION	
	LISTEL DI ROS		Marka Brook	
No.	the second second		and the second of the second	
tion wit	h said real estate.	us, issues and profits thereof and all fi	and all other rights thereunto belonging or in any ixtures now or herealter attached to or used in cor	nnec-
F sum of	TMCFAC INCOSUND NI	LNE HUNDRED AND NO/TOO	ement of grantor herein contained and payment of	
note of	even date herewith, payable to ben)	interest thereon according to the terms of a promise, the tinal payment of principal and interest because	issory
not soon T	er paid, to be due and payable he date of maturity of the debt se	at maturity of note	, 19	
sold, con then, at	nveyed, assigned or alienated by the beneticiary's option, all obliga	the grantor without first having obtained by including the stantor without first having obtaining the secured by this instrument, irrestant to the secure of	tated above, on which the final installment of said sart thereof, or any interest therein is sold, agreed to ined the written consent or approval of the benefic spective of the maturity dates expressed therein	to be
T!	he above described real property is no	payable. of currently used for agricultural, timber of		и, ол
and repair	o protect the security of this trust To protect, preserve and maintain said r; not to remove or demolish any buildi	property in good condition granting any	to the making of any map or plat of said property; (b) join in or other agreement affecting this deed or the lien or of other agreement affecting this deed or the lien or of the convex without warranty affecting the dead or the lien or of the convex without warranty affecting the said of the lien or of th	n any
	fimit or permit any waste of said property To complete or restore promptly and ny building or improvement which may thereon, and pay when due all costs incur	in good and workmanlike grantee in an	ny reconveyance may be described as the "person or pe	. Ine
tions and	restrictions affecting said property; if the scuting such financing statements received	egulations, covenants, condi- le beneficiary so requests, to 10. Up	oned in this paragraph shall be not less than \$5. pon any default by grantor hereunder, beneficiary may at motive wither in paragraph.	ol the t any
proper pu	blic office or offices, as well as the col officers or searching agencies as may be	pay for filing same in the pointed by a st of all lien searches made the indebtedness deemed desirable by the erty or any t	court, and without regard to the adequacy of any security essentially secured, enter upon and take possession of said part thereof, in its own name and to the wind the control of the con	ty for prop-
now or h	To provide and continuously maintain erealter erected on the said premises aga other hazards as the beneliciary may to not less than \$VACANT. LAND.	insurance on the buildings less costs and	expenses of operation and collection, including reasonable a collection, including reasonable a collection, including reasonable a collection, but on such order as it is such order as it is such order as it is such order.	same,
policies of	it not less than \$VALCHIL. IMIQ acceptable to the beneficiary, with los insurance shall be delivered to the ben ntor shall fail for any reason to procure	is payable to the latter; all collection of a neliciary as soon as insured; insurance police	he entering upon and taking possession of said property, such rents, issues and prolits, or the proceeds of lire and cies or compensation or awards for any taking or damage o	other
deliver sai tion of ai the benefi	id policies to the beneticiary at least lifts ny policy of insurance now or hereafte iciary may procure the same at dram	sen days prior to the expira- or placed on said buildings, tor's expense. The amount 12. U.	the application of release thereof as aforesaid, shall not cull fault or notice of default hereunder or invalidate any act sch notice.	ure or done
cary upor	under any lire or other insurance policy n any indebtedness secured hereby and i mine, or at option of beneficiary the en- thereof, may be released to grantor. Such	in such order as beneficiary declare all m		
may deter		ilité amount so collected, of event the her	peticiary at his election manual due and payable. In suc.	may chan
nay deter nny part i not cure d act done i 5.	or waive any detault or notice of detault pursuant to such notice. To keep said premises tree from constr	titre amount so collected, or he application or release shall hereunder or invalidate any advertisement execute and cruction liens and to pay all to sell the second control of	mine secured increase immediately due and payable. In suc- reliciary at his election may proceed to loreclose this trust a mortgage or direct the trustee to foreclose this trust dee and sale. In the latter event the beneficiary or the trustee sause to be recorded his written notice of default and his ele- lated described seal.	may may ch an deed by shall ection
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may detei any part in or cure of act done p s. s. s	or waive any detault or notice of default pursuant to such notice. To keep said premises free from constressments and other charges that may be sid property before any part of such to soome past due or delinquent and promy iary; should the grantor fail to make pn jurance premiums, liens or other charges payment or by providing beneficiary payment, beneficiary may, at its opti mount so paid, with interest at the rate; gether with the obligations described in j, shall be added to and become a part l, without waiver of any rights arising hereof and for such payments, with inte- noted that they are bound for the payment int that they are bound for the payment and all such payments shall be immedia, and the nonpayment thereof shall, at the sums secured by this trust deed immed a breach of this trust deed. To pay all costs, lees and expenses of such as well as the other costs and expense ion with or in enforcing this obligation ly incurred. To appear in and delend any action con the foreclosure of this deed, to pay proceeding in which the beneficiary or tre or the foreclosure of this deed, to pay idence of title and the beneficiary's or if attorney's lees mentioned in this parage attorney's lees mentioned in this parage in attorney's lees mentioned in this parage in attorney's lees mentioned in this parage attorney's lees mentio	ittre amount so collected, or he application or release shall hereunder or invalidate any all levied or assessed upon or axes, assessments and other polity deliver receipts therefore thereof as the topicy deliver receipts therefore thereof as the topicy deliver receipts therefore thereof as the topicy deliver receipts therefore the and asset, payable by grantor, silver delivers to the ment of the obligation thereof as the delaults of the deliver of the topicy delivers the proportor, shall be bound to the entire amount to the obligation herein to the obligation of the topicy delaults, the grantor as the delaults of the delaults of the delaults of the topicy delaults, the grantor as the delaults of the	eliciary at his election may proceed to loreclose this trust a mortgage or direct the trustee to foreclose this trust dee and sale. In the latter event the beneliciary or the trustee and sale. In the latter event the beneliciary or the trustee sause to be recorded his written notice of default and his elevand sale. In the latter event the beneliciary or the trustee sause to be recorded his written notice of default and his elevand the second of the said described real property to satisfy the obligation see upon the trustee shall his the time and place of sale, give ne required by law and proceed to foreclose this trust devovided in ORS 86.735 to 86.795. Iter the trustee has commenced foreclosure by advertisement may time prior to 5 days before the date the trustee conduct for or any other person so privileged by ORS 86.753, may refeatules. If the default consists of a failure to pay, when by the trust deed, the default may be cured by paying it due at the time of the cure other than such portion as we had no default occurred. Any other default hat is capable trust deed. In any case, in addition to curing the default person effecting the cure shall pay to the beneficiary all actually incurred in enforcing the obligation of the trust trustee and attorney's fees not exceeding the amounts provided by law. The trustee may sell said property e fed in the notice of sale or the time to which said sale as provided by law. The trustee may sell said property e fed in the notice of sale or the time to which said sale as provided by law. The trustee may sell said property e or in separate parcels and shall sell the parcel or parce highest bidder for cash, payable at the time of sale. The to the purchaser its deed in form as required by law converses of the time to which said sale as provided by pay proon, excluding the trustee, but include the purchase reference. Any purchase at the sale.	may may the and deed to by the and deed to shall ection and and fas the to due, g the due, g the to deed may ection costs deed wided wided rustee eving r im- prool uding
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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 outhorized to leave 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.

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 organisation, or (even if grantor is a natural person) are for business or commercial purposes.

Mental Comments	or is a natural purposes (see Important National and this trust deed	
This deed applies to, inures to the beauti	ly or household purposes (see Important Notice below), or is a natural person) are for business or commercial purposes. of and binds all parties hereto, their heirs, legatees, devisees, administrator clary herein. In construing this deed and whenever the context so requires, it fails to be singular number includes the plural.	
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PARCEL 1:

Lot 7, Block 7, NORTH BLY, in the County of Klamath, State of Oregon.

Lot 8, Block 7, NORTH BLY, in the County of Klamath, State of Oregon, EXCEPT THEREFROM that portion deeded to the State of Oregon, by and through its State Highway Commission for road purposes by Deed recorded PARCEL 3:

Beginning at a basalt rock set in the ground and marked with a cross, same being 1668 feet West of the Southeast corner of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence West 321 feet; thence North 260 feet to the Southwest corner of the tract to be conveyed herein; thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the point of beginning of description of said tract to be conveyed, said tract being 50 feet by 100 feet.

EXCEPTING THEREFROM that certain parcel described in deed from Pauline Morton, being the same person as Pauline Wessel and Marion R. Morton, wife and husband, and Marion F. Miller and Beatrice B. Miller, husband and wife, to State of Oregon by and through its State Highway Commission, dated June 2, 1951, recorded July 18, 1951, in Book 248 at page 455, Deed

STATE	OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for	record at request ofA	Spen Title Co.
FEE	of	o'clock A M., and duly recorded in Vol. M87
**	the state of the s	Evelyn Biehn, County Clerk By