| | | <u>++++C</u> | | Vol.M8M | _Page | 5209 |
|--|--|---|--|--|--|---|
| -136 - 72 | 874 | | | RM | 19 86 | _, between |
| THIS TRUST I | DEED, made this HORNK_Pr | JO MARTLY | 10 11-0101 | < NUSBAN | 10+WEA | as Grantor, |
| ASPEN TITLE & E | SCROW, INC., an OR | EGON CORPORATIO | N as Trustee, and FN | REALTY SERVI | CES, INC., ECA | LIFURIA |
| CORPORATION, I | RUSIEE AS Delicited | | CCETH. | | | |
| Grantor irre | vocably grants, bargain | with the sells and conveys to |) trustee in trust, wi | In power of sale, | ne pope ș | |
| COUNTY, OREGO | 117 | t 1184-Oregon Shores | -Unit 2-1st Additio | n as shown on th | e map filed on N | ovember 8, |
| Lot in Bl 1978 in Volume 21 | ock of I rac , Page 29 of Maps in t | t 1184-Oregon Shores he office of the County | Recorder of said C | ounty. | | |
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| 20 | | | | | | |
| 3 | | - •■\$/ | | | | |
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| 21 21 X | | | | | | |
| 87 M | | | | | | |
| • | | | | | | and the |
| together with all and sig | ngular the tenements, herediti | aments and appurtenances and r hereafter attached to or used ANCE of cach agreement of R | I all other rights thereunto in connection with said rea | belonging or in anywith d estate. | e now or hereafter app | STX |
| COP THE PURPOS | F OF SECURING PERFORM | ANCE of each agreement of g | antor nerein containca ana | pup trains of a promisso | ev note of even date he | rewith, payable to |
| NUNPRAL | / | in the state of the state | et hereof, if not sooner paid | l, to be due and payab | COVIDY IC | the further event |
| beneficiary or order and The date of maturity | iy of the deht secured by this | ayment of principal and intere s instrument is the date, state ; or any interest therein is su efficiary, then, at the benefici ly due and payable. | d above, on which the fina old, agreed to be sold, com any's ontion, all obligation | eved, assigned or aller s secured by this instru | ated by the grantor w ment, irrespective of | thout first having the maturity dates |
| obtained the written c | onsent or approval of the ben | ly due and payable. | | | | |
| The above described re | al property is not currently us | ed for agreet. | nir: restriction thereon | (c) join in any subo charge thereof; (d) rec | dination or other agri | cement affecting this |
| 1. To protect, pre | serve and maintain said prope | ment thereon; not to commit | or deed or the lieft of the property. The | charge thereof: (d) rec grantee in any reconve itled thereto." and the f of the truthfulness the gramma shall be not b | | |
| 2. To complete of | r restore promptly and in goo nt which may be constructed | i, damaged or destroyed there | on, be conclusive proo mentioned in this j | default by grantor he | reunder, beneficiary r | nay at any tant |
| and pay when due un of the second pa | th all laws, ordinances, regula mid property, if the beneficiar | y so requests, to join in execut | ing due notice, either in without regard to | the adequacy of any s | ecurity for the indebte | anest in its own nen |
| ary may require and i | to pay for filing same in the little in the little by filing searches made by filing | officers or searching agencie. | s as sue or otherwise unpaid, and appl | collect the rents, issue the same, less costs | and expenses of open | retion and collectio |
| may be deemed desire | nd continuously maintain in: the said premises against loss | or damage by fire and such o | ther indebtedness secution | tu nereby, measure | | whe collection of |
| s | written written all poli | cies of insurance shall be deliv | ered such rents issues | ng upon and taking po and profits, or the pro- awards for any taki ease thereof as aforess errunder or invalidate | ng or damage of the | white any default of |
| procure any such in | surance and to deliver said p the expiration of any poli | cy of insurance now or here | nonce of default | ult by grantor in pavi | nent of any indeblear | may declare all Sul |
| placed on said buildi | ngs, the beneficiary may proc | surance policy may be applied | d by in his performance | mediately due and p | avable. In such an ev | ent and if the abo |
| beneficiary upon un | e option of beneficiary the | y and in such order as being entire amount so collected, or olication or release shall not cu or invalidate any act done purs | the beneficiary m | av proceed to foreclos | e this trust deed in eq e joreclosures. Howeve | r, if said real proper |
| to such notice. | t premites free from constru | at a liens and to pay all t | axes. trust deed in equi | ty as a mortgage or dir | ect the trustee to-forec it the beneficiary or th | e trustee shall execution to well the m |
| property before any | part of such taxes, assessme | therefor to beneficiary; shoul | d the described real pr | operty to satisfy the | obligations secured h | ereby, whereupon |
| other charges pays | able by grantor, either by | h payment, beneficiary may, | at its to 86.795. | 10 June 10 | | and rale th |
| option, make paym | ent thereof, and the amount | with the obligations describ | ed in after default at a | arantor or other pers | on so privileged by Of | (5 86. 760, may pa) |
| secured by this tra | at and for such payments, wi | th interest as ajoresana, the p | that under the terms | of the trust deed and t | he obligation secured to the terms of the | obligation and trust |
| they are bound for | or the payment of the obligation immediately due and payable | without notice, and the nonpa | strust as would not the | in be due had no defa | ult occurred, and there shall be dismissed by t | he trustee. |
| thereof shall, at the | tue and payable and constituti | a breach of this trust deed | of title designated in th | e notice of sale. The | trustee may sell said sell the parcel or pa | property entire in weeks at auction to |
| search as well as in | 1 | and the second se | ect the purchaser its de | ed in form as require | t by law conveying the ress or implied. The re | citals in the deed of |
| security rights or | the beneficiary or trustee n | nov appear, including any suit | for the matters of fact the and excluding the fi | uster but including th | e grantor and benefice | ere, may purchase of |
| the beneficiary's | or trustee's attorney's fees pi | trustee then the prevailing par | ty shall 15. When | rustee sells pursuant | to the powers provident of (1) the expense | s of sale, including |
| be entitled to the mentioned in this appellate court if | paragraph 7 in all cases shall | trustee then the prevaiing particled; the amount of attorney be fixed by the trial court or | by the compensation of | the trustee and a rea- red by the trust dee the interest of the tr rder of their priority a interest entitled to suc | d. (3) to all person | a sheir interests |
| It is mutually a | greed that: | said property shall be taken un | appear in the or ider the his successor in if it so 16. For an | interest entitled to suc | h surplus. Iaw beneficiary may fi | om time to time app |
| elects, to require | that all or any portion of the | e monies payable as compensa e required to pay all reasonab | tion for a successor or le costs, appointed here in such momental trush | under. Upon such a | ested with all title, por | wers and duties conf |
| expenses and al | timney's fees necessarily po | pplied by it first upon any re- | isonable upon any musi | the made by written | instrument executed i | by beneficiary, conta |
| necessarily paid | or incurred by beneficiary in indebicaness secured here | eby; and grantor agrees, at | its own office of the essary in property is sin | ated, shall be conclust | ve proof of proper app | outment of the suc |
| expense, to take obtaining such co 9. At any t payment of its f | impensation, promptly upon l ime and from time to time ees and presentation of this d reserved for cancellation). | upon written request of ben leed and the note for endorse without affecting the liability | neficiary, 17. Trusto ment (in is made a pul y of any party hereto a makine proceeding in | e accepts this trust wi ble record as prowded of pending sale under which grantor, benefic is brought by trustee. | | |
| II Derson for the p | | rees to and has a valid une | | | um, that he is la | wfully seized i |
| The stat | tor covenants and agr | rees to and with the b | eneficiary and those | | | |
| Ine grun | danambad and norma | rty and has a valid, une rustee hereurder must be eith of to do business under the lan Wither spents or branches. | encumbered titled th | ereto | | |

7913-0007

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| and that he will warrant and forever defend the | ne same against all persons whomsoever: 5210 | | | |
| (a)* primarily for grantor's personal, family, (b) for an organisation, or (even if grantor is | e loan represented by the above described note and this trust deed are: household or agricultural purposes (see Important Notice below), is a natural persoh) are for business or commercial purposes other than agricultural | | | |
| | of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu- . The term beneficiary shall mean the holder and owner, including pledgee, of the beneficiary herein. In construing this deed and whenever the context so requires, the ter, and the singular number includes the plural. | | | |
| IN WITNESS WHEREOF, said grant You have the option to cancel your contract or agreemen | tor has hereunto set his hand the day and year first above written. Int of sale by notice to the seller until midnight of the fourteenth day following the | | | |
| signing of the contract or agreement. | tant to the rules and regulations of the Office of Interstate Land Sales Registration, a advance of your signing the contract or agreement, this contract or agreement may | | | |
| * IMPORTANT NOTICE: Delete, by lining out, whichever w not applicable; if warranty (a) is applicable and the ben or such word is defined in the Truth-in-Lending Act an beneficiary MUST comply with the Act and Regulation disclosures. If compliance with the Act not required, d | warranty (a) or (b) is neficiary is a creditor ind Regulation Z, the by making required | | | |
| ENERAL ACKNOWLEDGMENT | | | | |
| State of <u>CALifornin</u>) | On this the 17^{-4} day of $\underline{DECEMBER}$ 1986, before me, | | | |
| County of SACRAMENTO SS. | ROSEMARY C. STEWART | | | |
| | the undersigned Notary Public, personally appeared | | | |
| | LLOYD L. HORAK AND MARILYN C. HORA | | | |
| | \square personally known to the \square proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) $_ARE$ | | | |
| OFFICIAL SEAL ROSEMARY C STEWART NOTARY PUBLIC - CALIFORNIA | within instrument, and acknowledged that $TheY$ executed it. WITNESS my hand and official seal. | | | |
| SACRAMENTO COUNTY My comm. expires JUN 22, 1987 | Recency C Stewart Notary's Signature | | | |
| | | | | |
| To b | REQUEST FOR FULL RECONVEYANCE be used only when obligations have been paid. | | | |
| <i>TO</i> : | | | | |
| trust deed have been fully paid and satisfied. You said trust deed or pursuant to statute, to cancel a | der of all indebtedness secured by the foregoing trust deed. All sums secured by said t hereby are directed, on payment to you of any sums owing to you under the terms of all evidences of indebtedness secured by said trust deed (which are delivered to you onvey, without warranty, to the parties designated by the terms of said trust deed the nveyance and documents to | | | |
| DATED: | 19 | | | |
| | Beneficiary | | | |
| Do not lose or destroy this Trust Deed OR THE NOTE wh | hich it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. | | | |
| TRUST DEED | STATE OF OREGON | | | |
| | County of Klamath I certify that the within instru | | | |
| | ment was received for record on the 30th day of March , 1987 | | | |
| Grantor | at 3;20 o'clock P.M., and recorded in book M87 on page 5209 | | | |
| | SPACE RESERVED or as file/reel number 72874 FOR Record of Mortgages of said County. Witness my hand and seal o | | | |
| Banaficiary | RECORDER'S USE Witness my hand and sear o County affixed. | | | |
| AFTER RECORDING RETURN TO ATTC | Evelyn Biehn, | | | |
| FN Realty | Klamath County Clerk | | | |
| v I | Fee: \$9.00 By Amonth Deput | | | |
| | | | | |