31104 -1.8 M81 Page 11415 Vol. 8269746 TRUST DEED hetween MARCH 25-11 _ day of ____ THIS TRUST DEED, made this. AN UNMARRISO WOMAN as Grantor. BLISA CORONA CHAUSZ ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: in Block 21 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. ~ . Dđ 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 react, space and profit 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 grantur herein contained and payment of the sum of BLAUBN Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, if not sooner paid, to be due and payable NPRE 5, 20 restances or order and make by granum, the state psyment of protectal and otterest nervol, if not sooner paid, to be use and payable <u>sources</u> the event The date of maturity of the dest secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the granum without first having meand the written constant or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates presend therean, or herean, shall become immediately due and payable. admined the marine comments or approval of the beneficiary, then, at the beneficiary's option, all expressed the marine comments or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, shell become immediately due and payable. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster the security of this trust deed, grantor agrees: I. To proster of demotish any building or improvement thereon, not to commit one to promove of demotish any building or improvement thereon. To to commit of the security with all laws, ordinances: regulations, covenants, conditions, and information and east costs measured therefor. Interchane affecting such property, if the beneficiary. Interchane affecting such property, if the beneficiary is provide to the such conting agencies as may requere and to puy for filing same in the propublic offices or searching agencies as indexed to a the such of the grantor stall fail for any reason to the beneficiary is being there, all policies of insurance shall be delivered to the beneficiary is policy of the grantor stall fail for any reason to the beneficiary as boom as a start, deliver such policies of insurance shall be delivered therein days prove to the twee beneficiary may procure the same af grantor's agreed to are the procure as and notice of derest secured herefor insurance policy may be application to the beneficiary and policy fire or other insurance policy may be application to the beneficiary as boom as a starter, differ or the same af grantor's agrees that the same and behaviored as the beneficiary is policy of the same affection or release shall be delivered the there fittere days bofter of the fault here and or ascenter fo restruction thereon: (c) join in any subordination or other agreement affecting this deed or the iten or charge thereof; (d) reconvey, without warranty, all or any part of othe property. The grantee in any reconveyance may be described as the "person persons legally entitled theretoff, and the rectails therein of any matters or facts shall be conclusive proof of the shall be not less that as 55. mentioned in this paragraph by grantor hereunder, beneficiary may at any time with 10. Upon any defund, by grantor hereunder, beneficiary may at any time with us notice, either in product, of said property or any part thereof, in its or the name enter upon anise collect the rents, issues and profits, including those past on aname enter upon and exploses to or said screenty or any part thereof, in its or the name enter upon and explose store stores subject to paragraph 7 hereof upon and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any including thereby, in such order as beneficiary may determine. Including reasonable attorney's fees subject to paragraph 7 hereof upon any 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 awards for any taking or damage of the property, and the proceeds of fire and other insurance policies or application or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environmentation or lease thereof as aforesaid, shall not cure or waits environment of any agreement hereunder, the beneficiary environment of any agreement hereunder, the beneficiary environment of any agreement hereunder, the beneficiary environment of any agreement and site in a start or proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proceed to foreclose this trust deed in equity as a mortgage in the starte of oreclose this instit deed in the anid and cause to be recorded his write the notice of default and his election to sell the said advertisement and sale. In the litter monice of default and his election to sell the said to the starte and proceed to foreclose this trust deed in the manner provided in ORS/86.740 to 86.753.
13. Should the beneficiary elect to foreclose by advertisement and sale them and proceed to fore for the person so privileged by ORS 86.760 the beneficiary or other person so privileged by ORS 86.761 the default and the grantor or other person so privileg per mereof, may be released to grantor. Such application or release shill not cure of may easy default on solice of default hereunder or involution or release shill not cure of some any default on solice of default hereunder or involution or release shill not cure of the any default on solice of default hereunder or involution or release shill not cure of some any default on solice of default hereunder or involution or against suit and the other charges that may be level or unvolution or against suit and other charges that may be level or unvolution or beneficiary; should the grantor fail to make payment of an taxet, assessments, unsurance premiums, lines on the other solice of default and the solice solice payment or by providing unser charges payable by grant of an taxet, as such payment, beneficiary may, and other charges payable by the solice of the other solice and the interest of the note solice of the other solice of the other solice and the interest of the note solice of the other solice of the other solice and the interest of the note solice that with untrol to make such payment of the other part and the note solice that the admount so paid, with interest at the rait set of the note solice that the the other solice and for match part and the note solice that the admount so paid, with interest at the rait set of the other solice the payment of the other and for mother that the there and for solic there of the other solice of the tayles of the other and the admount to the solice and and an each interest based for much the there is the the there is the there of an admot there of the other solice of this that the during the cost of this there of the other solice of this that the during the dead. . To appear m and defend any action or proceeding purpointing to affect the foreclassing the must be deficiary or trustee mound of the other and the admot the there of the foreclassing of this to the start fees and expenses of this trust including the cost of title and the solice to be ficiary or trustee and the am excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of 10 the expenses of sale, including the compensation of the trust each areasonable charge by trustee's attorney, [2] to the compensation of the trust each areasonable charge by trustee's attorney, [2] to the subsequent to the trust each areasonable charge by trustee's attorney, [2] to the subsequent to the trust each areasonable charge by trustee's attorney, [2] to the subsequent to the trust each areasonable charge by trustee's attorney, [2] to the subsequent to the trust each at the trust deed. (3) in the trust deed as their interests may appear in the order of their priority and attruste. The for any trustee shall another the subsequent of the supplication areasonable charge by the supplication areasonable to the trust each attrust each attrustee to the attrust match therein or to any successor there attrust each attrust It is multically agreed that: A. To the event that any partial or all of sub property shall be taken under the sector of manager agreed that: make of manager agreed that is a sector partial regime to be and the taken and the make the event that any partial or any partial part of mourse to part if the right, if it so right of manager agreed that is a sector partial part or moursed by granter in such properties to any partial to the sector of the sector of the sector any reasonable course proceedings, which are in the sector of the sector of the sector any reasonable course proceedings, which are in the sector of the sector of the sector of the sector of the sector proceedings, which are in the sector of the sector of the sector of the sector of the sector method and the sector of the sector of the sector of the sector of the sector applied agrees and the sector of this deed and the necessary in observed of the sector of this deed and the sector of the sector of the sector of the indebtedness, trustee may (a) consent to the sector proceedings of the male of the indebtedness, trustee may (a) consent to the secting any of any many of part of sectors. (b) los in granting any easement or creating any of any many of parts of sectors. (b) los in granting any easement or creating any of any many of parts of sectors. (b) los in granting any easement or creating any of any many of parts of sectors. (b) los in granting any easement or creating any of any many of parts of sectors.) trustee. 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 party hereto of pending sale 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. 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 titled thereto The Trust Geed 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 local 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, or the United States or any agency thereof. NOTE:

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

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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 persoh) are for business or commercial purposes other than agricultural

purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 terminine 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.

did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, repartment of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may If you did not rec Ū.S. D 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 net 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 disclasures. If compliance with the Act not required, disregard this notice. STATE OF CALIFORNIA

personally known to me to be the person whose name is subscribed to

COUNTY OF LOS Angeles On this the 6 day of A pRL 187 before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARJORIC THURSEN

personally known bcc

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TO:

you hursen witnéssed by Marjorie Thuesen

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17.

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL JEANNE NIGH

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, ceposed and said: That <u>542</u> <u>Marganese Constants</u> <u>instants</u> <u>instan</u> Notary Public-California LOS ANGELES COUNTY in, and whose name is subscribed to the within and annexed instrument, execute the same and that affiant subscribed to the within and annexed instrument, name thereto as a witness to said execution. My Comm. Exp. Aug. 18, 1989

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REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said the unit spine is the regardered in the intervention of an independence of the toregoing first doed. An sums secure of sum frust 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 new held by you under the same. Mail reconveyance and documents to

Beneficiary rey this Trust Jeed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON 85. County of Klamath I certify that the within instrument was received for record on the 30th day of June ..., 19.87, at 11:27 o'clock A. M., and recorded in Lar MR7 Granter M87 on page 11415 in book .. or as file/reel number 76323 SPACE RESERVED Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO F N Realty Evelyn Biehn, 35 North Lake Avenue Pasadena, California 91101 Klamath County CLerk*Title* By Mm Smith Deputy Fee: \$9.00