TC-31299 ter. IOVa the same distant all per the bon 12706 14706 is T 78172 TRUST DEED 19_8 / between JUN h day of_ MORTON U. BURNS OND DONA BOTH BURNS DEN) as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: राज्य स्तित किसिटमें स्तित करें। संस्ति जन्मसंस्तित जिल्हा करें। 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 26 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County. (a) the determinant of the start is consistent to the relation of the relation of the start of the relation 똨 C an biller source of each of the solution of <u>ب</u> ant distance. Add to motol A 5 1 19, 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 rents, issues and profits 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 grantor herein contained and payment of the sum of <u>MEINET</u> Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to 19 99 beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable JULY IS oeneficiary or orace and made by granitor, the finat payment of principal and interest nereof. If not sooner paid, to be due and payable <u>source</u> for the event. If the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the granitor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option; all obligations secured by this instrument, irrespective of the maturity date expressed therein, or herein, shall become immediately due and payable. winning described property is one provail of the beneficiary, then, at the beneficiary's option; all objective consents of approval of the beneficiary, then, at the beneficiary's option; all expressed therein, and therein, and therein, and the payable.
 The showe described real property is not currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, grantor agrees:

 To protect, preserve and maintain said property in goad condition and repair;
 To protect, preserve and maintain said property in goad condition and repair;
 To complete or restore promptly and in good and workmanlike manner any part of said property;
 To comply whilding or improvement thicreon; not to commit or the proper the goad of the property in goad conditions, and apy when due all coatal taws, ordinances, regulations, covenaits, conditions, and and pay when due all coatal taws, ordinances, regulations, covenaits, conditions, and are beneficiary or the proper public offices or ordifies, as any any request of all lien searches made by filing some in the proper public offices or ordifies, as any any request of all lien searches made by filing officers or starching genetics are and to pay for filing same in the nongraties acceptable to the said pertises against to see quire in an crount not less than haradt as the beneficiary may from time to rister of insurance fails be delivered to including, the beneficiary applicat of any policy of insurance as the beneficiary the entire annount as collected, or any such insurance and thereby and in such order as shall not current procure first any the thereby and thereby and the such remarks and and thereby and thered thereform or invalve any act one may determine, or at active thereby with and such order as the current first may procure the such may be related of thereby and thereby and thany and are by and theread to any the development or invalve restriction thereon: [c] join in any subordination or other agreement affecting this deed or the lieu or charge thereof; [d] reconvey, without warranty, all or any part of the property. The graniee in any reconveynance may be described as the "person or persons legally entitled thereto," and thereof. Trustee's fees for any of the services mentioned in this purgraph shall be not less than S5. monitored in this purgraph shall be not less than S5. due notice, either in person, by agent or by a receiver to be appointed by a court, and due notice, either in person, by agent or by a receiver to be appointed by a court, and suit on the service of the appointed by a court, and suit or otherwise collect small be routs and profits, including those past due and unpoid, and apply the same, less costs and expenses of operation and collection, unpoid, and apply the atorney's fees subject to paragraph 7 hereof upon eny indubting reconstruction of the paragraph of the profile. 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 possestion of said property, the collection of such rents; Issues and profits, or the proceeds of fire and other insurance policies or application or release thereof as aforesuid, shall not cure or waiter dy left of the property. The collection of insurance policies or application or release thereof as aforesuid, shall not cure or waiter dy left of the property of the property left of the property of the property left of the above application or release thereof as aforesuid, shall not cure or waiter dy left of the above and there is an application of any agreement herethnich, the beneficary may declare all sums in this performance of any agreement herethnich, the beneficiary may declare all sums in the main proceed to foreclose this trust of mey proceed to foreclose the trust of any proceed to foreclose the first declare therethnic and sale. In the latter event the beneficiary or the trustee shall execute day cartise to be recorded his writer worth the beneficiary or the trustee shall execute by law for more greats of declare there by declare all property to saits?
13. Should the beneficiary elect to foreclose by dayertisement and sale then first with the day of RS 86.76, map pay to the subsceed or the subsceed to the subsceed to the subsceed hereby, whereupon the subsceed to foreclose this trust deed in the manner provided by time or or the proses the subsceed to be recorded his writer worth the day of RS 86.76, map pay to the subsceed thereby and the subsceed to the subsceed may determine, or at option of beneficity the application or release shall not curre of part theorem may be released to grantor. Such application or release shall not curre of the strong default or notice of default hereunder or bush-inte any act done pursuant to 5. To keep said premises free from construction on a strong to pay all taxes. 5. To keep said premises free from construction on a strong to pay all taxes, are strong and other charges that may be levied or any sted upon or against said property before any part of such taxes, associate therefor to beneficiary; should the due or delinquent and promptly deliver receives there for to beneficiary; should the due or delinquent and promptly deliver receives the payment. Beneficiary with funds with *T* and the anount so paid, with interest at the rate sti beneficiary with funds with *T* and the anount so paid, with interest at the rate sti forth in the nor of this trust deed s' all be added to and become a part of any of any of the strust deed s' all be added to and become a part of any of any of secured by hit hereof and for such payments, with interest as of the some extent that here or beam deed, without waver of any rights arising from the the oppayment payment shall be immediately due and payable wither all sums secured by this trust deed indeniately due and payable wither all sums secured by this trust deed indeniately due and payable wither all sums secured by this trust deed indeniately due and payable wither all sums secured by this trust deed indeniately due and payable wither all be induced by this trust deed. 6. To pay all costs fees and expenses of the trust enduring to affect the secret as well as the obter costs and expenses of the trust enduring to affect the for the bolts of the beneficiary or trustee incurred in connection with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the for the beneficiary or trustees and expenses of the trustee inclustee in the prevailing pay shift bettored of the beneficia excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 5. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the experise of sale, including the compensation of the trust can all areasonable characteristics of sale, including the proceeds of sale to payment of (1) the experise of sale, including the obligation secured by the trust deed, (1) to all the surplus if any, to the grantor or to appear in the order of their priority and spin the surplus if any, to the grantor or to is successor in interest end the appointment, and without conveyance to the appear in the order of their priority and the priority and the trust deed as their interests may appear in the order of their priority and by law beneficiary may from time to time appoint 16. For any reason permities the appointment, and without conveyance to the appointed hereunder. Unloss with the vested with all tille, powers and duties confirm and appear in the trust deed and its place of record, which such such appointment appoint to this trust deed and its place of proor appointment of the experiment is the inter write or Recorder of the county of counters in which the restore. Trustee accession there of the successor is stuated, shall be conclusive proof of proper appointment of the successor 17. Trustee accessis this trust when this deed, duty executed and arknowledged It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right, if it so facts, to require that all or any portion of the moniport of pay all reasonable costs argenese and attorney's test necessarily papiled by if forst upon any reasonable proceedings; shall be paid to hencificary and papiled by if forst upon any reasonable costs and expenses and all or any postent of the sub-nects and expenses and all or any postent of the sub-applied up in the indestruction is secured hereby, and grantor agrees, at its own expense, to take such activity of such postent sa shall be necessary obtaining such compension, promptly upon beneficiary's request. 9. At any line and from the to thue upon write request of beneficary, case of ful reconvergence, for cancellation, whitout affecting for indury of any case of ful reconvergence, for cancellation, whitous affecting neutron to the maker proceeding and postents of the indebtedness, trustee may (a) costent to the reading any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any second and the same or creating any of any map or plat of said property; (b) join in granting any casement or creating any second and the same or creating any of any map or plat of said property; (b) join in granting any casement or creating any second and the same of the indebted and the same of the sa Orignerty is situated, shall be conclusive proof of profit dependence of the provided of the p 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 Deed Act provides that the trustee hermunder 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 tille 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.

1213-03050

and that he will warrant and forever defend the same against all persons whomsoever **5.61**.0006.043 ∂U 707 REBOIDED 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 it grantor is a natural person) 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 leminine 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 seller until midnight of the fourteenth day following the ារផ្ទះពី 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, which ever warranty (a) or (b) is not applicable, if warranty (a) is applicable and the beneficiary is a craditor or such word is defined in the Truth-In-Londing Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act and required disregard this notice. Maun Marion V. Burns WITNESS: Kerry S. Penn (If the signer of the above is a corporation, use the form of acknowledgment apposite.) Dana Beth Berns Staple STATE OF CALIFORNIA COUNTY OF -0 SS State personally appeared KCCR WTC world title company knn persionally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath FOR NOTARY SEAL OR STAMP of a credible witness who is personally known to me), who Utitness being by me duly sworn deposes and says: That Kerpy S. Penn 5343 mening Rn- Wooland Hills OFFICIAL SEAL JEANNE NIGH that _ he was present and saw <u>Magion</u> Ano Dana Roth Buens V. Buens Notary Public-California LOS ANGELES COUNTY personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed name thereto as a withes of said execution. My Comm. Exp. Aug. 18, 1989 Staple nml Signature WTC 062 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. horewith 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: Beneficiary Do not loss or destroy this Trust Doed OR THE NOTE which it secures. Both rout be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON SS. Klamath County of in in the state of the first structure of the state of th I certify that the within instrument was received for record on the ા ગાંધનું પ્રતિવૃદ્ધ છે. બન્દુ પર પ્રતિવર્શ day of August , 19 87, at 4:46 o'clock P. M., and recorded Grantor SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE the second second second second second County affixed. Beneficiary AFTER RECORDING RETURN TO F.N. REALTY SERVICES, IN.C Evelyn Biehn, 35 N. Lake Avenue Pasadena, CA 91101 Klamath County Clerk Title, Attn: Deborah Brignac By Am Smith Deputy Fee: \$9.00