78176	·····································	TRUST DEEL) /	Vol_ <u>1'18</u>	LPage_	1471
THIS TRUST DEED, made this.	15+	day of	JULY		, 19	, betw
INTY J. SULLI	ZION 1	SING	IS MY	on		_ , as Grant
ASPEN TITLE & ESCROW, INC., in CORPORATION, TRUSTEE as Bene		ORATION 25 T	rustee, and FN F	REALTY SERV	'ICES, INC., a	CALIFORN
CORFORATION, INCOLLE as Dem	111 11119 1	WITNESSETH	.			
Grantor irrevocably grants, ba	anns sells and a			nower of sale	the property	in KLAMA
COUNTY, OREGON, described as:	gains, sens and co		ie in musi, with	poner of suic	, the property	
10 11			- A. 1947 (194			
ot in Block oli 1	ract 1184-Orego	n Shores-Unit 2	2-1st Addition	as shown on th	e map filed o	n November
978 in Volume 21, Page 29 of Maps	in the office of th	e County Record	rder of said Cou	inty.	e e tra de ta	· · · ·
and the second					$(x_{i},y_{i}) \in \{1, 2\}$	1.
 Solution of the second s	$\left\{ \begin{array}{c} 1 \\ 1 \end{array}, \begin{array}{c} 2 \\ 2 2 \\ 2 \\ 2 \end{array}, \begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \end{array}, \begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \end{array}, \begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \\ 2 \end{array}, \begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \end{array}, \begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 \\ 2 $	dan ber ber er	n faith ann an Taoltaí an	en de la composición de la composición Composición de la composición de la comp		
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gether with all and singular the tenements, here nts, issues and profits thereof and all fixtures now	litaments and appurten	ances and all other i	rights thereunto belo on with said real esta	nging or in anywise ite.	now or hereafter of	opertaining, and
FOR THE PURPOSE OF SECURING PERFOR	MANCE of each agreen	ient of grantor herei	n contained and pays	nent of the sum of _	BN	
TIOUSDND			n according to the te			erewith. payabl
eneficiary or order and made by grantor, the final				a due and nevel to	IVLY 19	<u>, 10</u>

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 any 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 due all costs incurred therefor. 3. To comply with all laws, ordinances, rejulations, covenants, conditions, and restrictions affecting said property. If the beneficiary to request, to join in executing such financing statements pursuant to the Uniform Commercial Coule as the benefici-ary may require and to pay for filing same in the proper public office or offices, as well as the cost of all len searches made by filing officers or searching agencies as any be deemed desirable by the beneficiary. 4. To provide and continuously mainoin insurance on the buildings now or hereafter erected on the said promise that is to ordinances, the buildings now or hereafter erected on the said promise the gain in the grantor shall fail for any reason to provide any such insurance and to deliver said policies to insurance shall be delivered to the buildings, the beneficiary may procure the same a grantor's expense. The any such insurance and to deliver said policies to the beneficiary all least fifteen days prior to the expiration of any policy of insurance shall be delivered policies divertion of any policy of insurance so wor hereafter placed on said buildings, the beneficiary may fibe or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary pay thereof, may be released to grantor. Such explication or release shall not deven to such notice. 5. To keep said premises free from construction in lens and do per y all taxes.

part intered, intered, and be released to glainth nervon invalidate any act done pursuant to such notice.
To keep said premises free from constructs a liens and to pay all taxes, assessments and other charges that may be levied *w* assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied *w* assessed upon or against said due or delinquent and promptly deliver receipts therefore to beneficiary; should the grantor fail to make payment of such taxes, assessments, insurance premiums, liens or other charges payable by which to make such payment, bound for the payment, or by drect payment, bound for any taxes, assessments, insurance premiums, liens or other charges payable by which to make such payment, bound for any taxes, assessments, insurance premiums, liens or other charges the payment thereof hereby, torether with the obligations described in payaraphs 6 and ref hereby, torether with the obligations described in payaraphs for all for the payment of the obligation tas and the from a part of the delt have be under to and become a part of the delt have be under to and become a part of the delt payment with fund any of the solution to the same extent that they are bound for the payment of the obligation tas and, the property payments shall be immediately due and payable without notice, and the nonpayment including, this trust deed.
To appear in and defend any action or proceeding paymenting to of this trust devide.

with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreelosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary or trustee the prevailing party shall be entitled to the attorney's fees herein, described; the amount of attorney's fees appellate court if an appeal is taken.

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any partian or all of said property shall be taken under the right of eminent domain or condemnation, heneficiary shall have the right, if it so right of eminent domain or contact of the amount required to pay all reasonable outry such taking, which are in excess of the amount required to pay all reasonable outry processing shall be paid to beneficiary and applied by it first upon any reasonable courses and attorney's frees necessarily paid or incurred by granter in such processard expenses and storney's free, both in the trial and appetate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebicaness secured hereby; and grantor agrees, at its own expenses, no take such actions and execute such instruments as shall be necessary obtaining, such compensation, promptly upon beneficiary's request. 9. At any time and from the to time to pay all receives of beneficiary, garnet of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the lability of parts of the payment of the indebiedness, to use may [a) consent to the making of any map or plat of said property; [b] join in training any easement or creating any full or any time and prometive to the making of any map or plat of said property; [b] join in training any easement or creating any full or context of the full reconvegence.

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restriction thereous: [c] join in any subordination or other agreement affecting this deed or the lien or charge thereof; [d] reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto." and the reciaits therein of any matters or facts thall neutrinoted in this puragraph shall be not less than 85. 10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person, by agent or by a receive to be appointed by a court, and wilhout regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, is list own name sue or otherwise collect the rents, issues and expense of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

Inscorements secure nereby, in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, tsues and profits, or the proceeds of fire and other insumce policies or compensation or awards for any taking or damage of the property, and the application or release thereof as a foresaid, 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 payment of any indebredness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby is curoter and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreelose this trust deed in equity, as a mortgage or divert the trustee to-foreelose this trust deed in for its stat deed in equity as a mortgage or divert the trustee to-foreelose this trust deed in equity as a mortgage or divert the trustee to-foreelose this trust deed in equity as a mortgage or divert the trustee to-foreelose this trust deed in equity as a mortgage or divert the trustee to-foreelose this trust deed in equity as a mortgage or divert the trustee to-foreelose this trust deed in the shall execute shall execute shall execute the beneficiary or the trustee shall execute shall execute and cause to be recorded his written notice of default and his election to sell the shall described real property to sails, the use for sail, give notice thereof as then required by taw, and proceed to foreelose this trust deed in 0RSi86. 740
13. Shund the heneficiary elect to foreclose by advertisement and sale then result of the foreshore.

Iaw, and protect to foreclose this trust deed in the manner provided in ORS/86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the beneficiary or his successors in interest, respectively, the entire amount then due, under the terms of the strustee for the beneficiary or his successors in interest, respectively, the entire amount then due, under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustees? and attorney's fees not exceeding \$50 each other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default in which event all foreclosure proceedings shall be dismissed by the trustee. If the default is not the bare first and expenses at the default is the held of the barel of the second of the size shall be the do not he date and at the time and place designated in the notice of sale. The trustee may sell sald property either in one parcels or in separate parcels and shall sell the parcel or the time and place to the time and place to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the winthout any covent of orm as required by lawromet. The hyperbox head of the time and place to the the terms of fact shall be calculative proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the \$50.500 exclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the \$50.500 exclusive set of the the shall be able the trustee shall be thereof. The provided herein, trustee shall

Instruction of parts many be conclusive proof of the training intercol. Any periods at the sale.
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 ereasonable charge by trustee's attention, [2] to the obligation secured by the trust deed, [3] to all persons having recorded liens subsequent to the interest of the trustee (1) the expenses of sale, including the compensation of the trustee and ereasonable charge by trustee's attorney. [2] to the obligation secured by the trust deed, [3] to all persons having recorded liens subsequent to the interest of the truste end of the trustee in the trust deed as their interests may appear in the order of their priority and [4] the surplus, if any, to the grantor or to his successor is interest endified to such surplus.
16. For any reason permitted by law briefficiary may from time to time appoint successor trustees and there or by any successor trustee appointed herein number of the vestici and the subset. Such appoint ment, and successor trustees and there only the vestici herein, be well a during compared of the property is successor trustees and the subset. Such appoint ment are obligated to the obligated a the subset is place of the county of the successor trustee shall be conclusive proof of proper appointment of the successor trustee is not obligated to notify any proof of proper appointment of the successor is interest.
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 here of of party incide of any 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 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, or the United States or any agency thereof. NOTE:

• (1) and that he will warrant and forever defend the same against all persons whomsoever. 92.199 44713 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 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 dender 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 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 signing of the contract or agreement. be revoked at your option for two years from the date of signing. Sulli * 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 or such word is defined in the Truth-in-Lending Act and Regulation Z, tha beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice. J. S. Tivan Rinty WITNESS: Kerry S. Penn (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) ____, County of STATE OF ____ BAFECO TITLE INSURANCE): STATE OF ____ STATE OF CALIFORNIA, SS. COUNTY OF LOS Angeles FOR NOTARY SEAL OR STAMP Stapl 196 Defore me, On this the day of July the undersigned, a Notary Public in and for said County and State, personally appeared <u>See Pay</u> -, personally known to me to be the person whose name is subscribed to 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, deposed and said: That <u>beech</u> <u>ison</u>, <u>ison</u>, resides at <u>5343</u> <u>meoina</u> <u>Ko</u>; he was present and saw <u>ison</u>, <u>that</u> OFFICIAL SEAL JEANNE NIGH Notary Public-California LOS ANGELES COUNTY Witness My Comm. Exp. Aug. 18, 1989 be was present and saw [3] to be that person described Ack. personally known to him personally known to him to be that person account of the second and that affiant subscribed for the within and annexed instrument, execute the same; and that affiant subscribed for the second processing and the second processing account of the second processing ac 8-82) execute the same; and that affiant subscribed -name thereto as a witness to said execution. CAL-376 (Rev. Staple im to you or any sums owing to you under the terms of Signature said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you sara trust area or pursuant to statute, to cancel all evidences of indeptedness secured by said trust area (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, 19...... DATED:.... Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m ss. Klamath TRUST DEED County of I certify that the within instrument was received for record on the 14th day of _August __ , 19 __ 87, at 4.:.46 o'clock P.M., and recorded in book M87..... on page 14712. or as file/reel number _____7817.6_____ Record of Mortgages of said County. Grantor SPACE RESERVED Witness my hand and seal of FOR . •••••••••••••••••••••••••• County affixed. والمحمد والمحمدة ومحمد والمحمد والمح RECORDER'S USE and the second Bernficiary P Evelyn Biehn, AFTER RECORDING RETURN TO Klamath County Clerk Title F. N. REALITY SERVICES, INC. 35 N. Lake Avenue Deputy nomil Rasadema, CA 91101 Rv. Attn: Deborah Brignac ll Fee: \$9.00