RM No. 881-Oregon Trust Deed Series-		And D	14720
78182	TRUST	DEED VOLMS Pag	C 1987 Between
THIS TRUST DEE			
TTT	DY DuBOSE, husband an TITLE COMPANY OF KLAMAT	d wife H COUNTY	, as Trustee, and
Grantor,	W WTCHEN pot ag tenant	s in common but with rig	ht of survivorship
n tellaloger			a series of the
a isomobly	frants, bargains, sells and con	veys to trustee in trust, with po	ower of sale, the property
C Leiner VII	Country, Orogon, -		
Lot 2 in Block 42, K	LAMATH FALLS FOREST EST	ATES, HIGHWAY 66 UNIT, PI office of the County Cle	erk of Klamath
County, Oregon.			e por en
		DON WHE HETTTEN CONSENT ()F THE
THIS TRU BENEFIC	TARTES HEREIN. SELLER	PON THE WRITTEN CONSENT (SHALL NOT UNREASONABLY W	THHOLD
CONSEN		Ү. <i></i>	
· · · · · · · · · · · · · · · · · · ·	the tenements. hereditaments and a	ppurtenances and all other rights the reof and all fixtures now or hereafter	reunto belonging or in anyw attached to or used in conne
together with all and singular now or hereafter appertaining, tion with said real estate.	and the rents, issues and profits the	ppurtenances and all other rights the reof and all fixtures now or hereafter of each agreement of grantor herein	contained and payment of
FOR THE PURPOSE sum of TWENTY FOU	R THOUSAND/AND NO/100===	of each agreement of grantor herein Dollars, with interest thereon accord do by grantor, the final payment of	ing to the terms of a promiss
(\$24,800.00)	ayable to beneficiary or order and ma	de by grantor, the final payment of	principal and increase
not sooner paid, to be due ar	the debt secured by this instrument	is the date, stated above, on which a	rest therein is sold, agreed to
sold, conveyed, assigned or	alienated by the grantor without in ion all obligations secured by this in	st having obtained the of the matur	ity dates expressed therein,
The above described rea	I property is not currently used for agric	(a) consent to the making of any map	or plat of said property; (b) join restriction thereon; (c) join in
1. To protect, preserve and	v of this trust deed, grantor agrees: d maintain said property in food condition tofish' any building or improvement thereon of said property.	granting any easement of creating any subordination or other agreement affect thereof: (d) reconvey, without warranty	ting this deed or the lien or ca , all or any part of the property, described as the "person or per-
2. To complete or restore	e promptly and in good and worknaged o	be conclusive proof of the truthiulness pervices mentioned in this paragraph sha	is therein of any matter S fees for any of thereof. Trustee's fees for any of ll be not less than SS . for hereunder, beneliciary may at by agent or by a receiver to be
destroyed increasing and in the	ue all costs incurred Thereion. we, crdinnnees, regulations, covenants, condi d property; if the beneliciary so request, t tatements pursuant to the Uniform Commer require and to pay for filing same in th y require and to pay for all lien sacrhes mad s well as the cost of all lien sacrhes mad sencies as may be deemed desirable by th	9 10. Upon any detaut by s	by agent or by a receiver to be
			due and unpaid, and apply the d collection, including reasonable red hereby, and in such order as
4. To provide and contin now or hereafter erected on the and such other hazards as the b	usou ly maintain insurance on the building said premises adainst loss or damage by lin- enclicitary, may from time to time require, full with the payable to the latter; a fill say, which beneficiary as soon as insure livend to the beneficiary as soon as insur- reas on (n) provider on days prior to the expir-	ney's lees upon any independent in ficiary may determine. II. The entering upon and t in collection of such rents, issues and pr ill collection of such rents, issues and pr	aking possession of said property ofits, or the proceeds of fire and
an amount not less than p companies acceptable to the ber policies of insurance shall be del it the dramfor shall fail for any	in the second se	 collection of such rents, issues and pr insurance policies or compensation or discovery, and the application or releas waive any default or notice of default 	e thereol as aforesaid, shall not ci t hereunder or invalidate any act
deliver said policies to the benefit tion of any policy of insurance	now or hereafter placed on said building the same at grantor's expense. The amou	 pursuant to such interest pursuant to such interes pursuant to such interes pursuan	
ciary upon any indestention of	beneficiary the entire amount so concerns sh	all in equity as a mortgage or direct in adjustingment and sale. In the latter	e trustee to foreclose this trust de event the beneficiary or the trustee
act done pursuant to such notice	a free from construction liens and to pay	all to sell the said described real plo	perty to satisfy the obligation's is the time and place of sale, give proceed to foreclose this trust d = 96.795
charges become past due or del	inquent and promptly deliver receipted asso	her 13. After the trustee has con	belore the date the trustee condu
by direct payment or by pro- make such payment, beneliciary	viding beneficiary with take payment there y may, at its option, make payment there interest at the rate set forth in the note secu	red sums secured by the trust deed, the	t consists of a failure to pay, whe e default may be cured by payi
and the amount so part the obligat hereby, together with the obligat trust deed, shall be added to a	ations described in paragraphs o and and become a part of the debt secured by any rights arising from breach of any of	this not then be due had no default occur the being cured may be cured by tende being cured may be cured by tende	ring the performance required une se, in addition to curing the del
erty hereinbelore described, as same extent that they are bot	well as the grantor, shall be bound to und for the payment of the obligation he is shall be immediately due and payable w	ith- together with trustee's and attorney's	lorcing the obligation of the tra- lees not exceeding the amounts p
out notice, and the nonpayment render all sums secured by this	t thereof shall, at the option of the payable s trust deed immediately due and payable	and by law. 14. Otherwise, the sale shall place designated in the notice of s	
of title search as well as the o	ther costs and expenses of the trustee man	in one parcel or in separate purchase auction to the highest bidder for c shall deliver to the purchaser its de	ash, payable at the time of sale. ed in form as required by law co iny covenant or warranty, express
fees actually incurred. 7. To appear in and of affect the security rights or po	defend any action or proceeding purposed were of beneficiary or trustee; and in any the beneficiary or trustee may appear, inclu	suit, plied. The recitals in the deed of an ding of the truthfulness thereof. Any pe	urchase at the sale.
any suit for the officie and t cluding evidence of title and t amount of attorney's less men	the beneficiary's or trustee's attorney's con- tioned in this paragraph 7 in all cases sha the event of an appeal from any judgmen	If be shall apply the proceeds of sale to cluding the compensation of the tr	payment of (1) the expenses of istee and a reasonable charge by
fixed by the trial court, fran decree of the trial court, fran pellate court shall adjudge re	asonable as the beneficiary's or trustee's a	ttor- having recorded liens subsequent t deed as their interests may appear	o the interest of the trustee in t in the order of their priority and o his successor in interest entitled
8. In the event that at under the right of eminent do	nain or condemnation, beneficiary shall have that all or any portion of the monies pay	surplus. the sors to any trustee named herein of the sors to any trustee named herein of the sore the	ime to time appoint a successor of r to any successor trustee appoint
to pay all reasonable costs,	ing, which are in excess of the another participation of the another participation of the second sec	and upon any trustee herein named or a upon any trustee herein named or a	with all title, powers and duties of pointed hereunder. Each such app
both in the trial and appella	te courts, necessarily paid upon the indebte	dness which the property is situated, shall	be conclusive proof of proper app
and execute such instruments pensation, promptly upon ber	s as shall be necessary in commences reliciary's request.	bene- acknowledged is made a public r	rust when this deed, any elect ecord as provided by law. Truste to of pending sale under any other of in which grantor, beneficiary o
diciary payment of its lees	and presentation of this deed and the all	eting trust or of any action or proceed may shall be a party unless such action ar an attorney, who is an active member of t of Oregon or the United States, in althe insure ited States or any agency thereof, or an escrow	or proceeding is brought by truste

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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. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, secured hereby, whether or not named us a beneficiary herein. In construing this deed and whenever the context so requires, the contract gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto see his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichover warranty (a) or (b) is not applicable; if warranty (a) is applicable (ind the benoficiary is a creditor as such word is defined in the Truth-In-Lencing Act and Regulation Z, the beneficiary MUST comply with the Act and loguication by making required cisclesures; for this purpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. Jesse K. DuBose (If the signer of the above is a corporation, uso the form of acknowledgement opposite.) Judy DuBose Du Bos **(D**) STATE OF OREGON Countin of Klamath)) \$5. STATE OF OREGON, This distrument was acknowledged before me on 8/14, 19 = 87by County of Klamath 19 87by This instrument was acknowledged before me on \$/11/167 Judy VO DuBose Pup I 121-EAD, Notary Public for Oregon E. Jamela Ihence Notary Public for Oreson My commission expires: 8/16/58 (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Ane undersigned is the legal owner and huder of all indeptedness secured by the foregoing thust 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 and trust deed or pursuant to statute to cancel all evidences of industedness secured by said trust deed (which are delivered to you trust deed nave been tuily paid and satisfied. You noteby 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 indobtednoss secured by said trust deed (which are delivered to you how with to the parties desidences of said trust deed to the secure of said trust deed to you sau trust aced or pursuant to statute, to cancel all evidences of indobtednoss 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 DATED: States and solution to sub-like a submark De net lose or destroy this Trust Deed On THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED TEVENS NESS LAW PUS. CO. PORTLAND. ORE. County of Klamath ss. JESSE K. & JUDY DuBOSE 的现在分词的 was received for record on the 1.7 thday of <u>August</u>, 1987 at 9:09 o'clock A M., and recorded 1.U.S. 5 and frame dates RUTH FOSTER & JOAN SAN MIGUEL SPACE RESERVED in book/reel/volume No. ________ M87 _____ on page _______ page ______ Or as fee/file/instru-______ RECORDER'S USE ment/microfilm/reception No.78182. FOR Beneficiary Record of Mortgages of said County. AFTER RECORDING RETURN TO Witness my hand and seal of MOUNTAIN TITLE COMPANY County affixed. 19(9), og i Evelyn Biehn, County Clerk Fee: \$9.00 By Am Simal Deputy