

ГЛУБИНЕ **80261**

TRUST DEED

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18323

THIS TRUST DEED, made this 7TH day of October, 1987, between Jerry K. Rabenau and Ruth E. Rabenau, husband and wife

GRANTOR: PINE FOREST ESCROW, INC., as Trustee, and

Beneficiary,	TYPE	LOU	DATE	19750
	Grouped	LOU		

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
Klamath County, Oregon described:

A. K. & Burr E. Harrison

Block 14, River Pines Estates, 3rd Addition, Klamath County, OR.
LE021 DEED

Q. Now, you said that you were not sure if the person who was with you was the same person who was with you at the time of the shooting. Is that correct?

~~ther with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise~~

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Fifteen thousand five hundred and 00/100

of even date herewith, payable to beneficiary, or order and made by grantor, the final payment of principal and interest hereof, if
 sooner paid, to be due and payable October 12, 1997

me due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be at the beneficiary's option, all obligations secured by this instrument, irrespective of the consent or approval of the beneficiary, shall become due and payable.

The above described real property is not currently used for agricultural, timber, or grazing purposes.

1. To complete or restore promptly and in good and workmanlike manner any structure, building, or other improvement thereon, which may be constructed, damaged, or destroyed, and pay the cost thereof.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause to be prepared and signed by the grantor hereunder, and to be acknowledged by the grantor hereunder, a sworn affidavit or affidavit of service of process, in and to the effect that the beneficiary has made as the "beneficiary" in the foregoing statements pursuant to the Uniform Commercial Code, and that the beneficiary has not received any payment for filing same in any public office or court, as well as the cost of filing same.

the indebtedness hereby secured, enter upon and take possession of the security for the same or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby.

not less than \$____ **MAX INSURABILITY** _____, written in acceptable to the beneficiary, with loss payable to the latter; all collection of rents, issues and profits, or the proceeds of fire and other insurance policies covering such property, and any taking or damage of the grantor shall fall for and to the benefit of such insurance and to the property, and the application or release thereof, of any such insurance policy to the beneficiary at least fifteen days before the date of the

[illegible]

that thereof, may be released to grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any or all of the obligations of the beneficiary hereunder. In the event the beneficiary at his election may proceed to foreclose, then, in such an event, the beneficiary, as a mortgagee or direct the trustee to foreclose this trust deed and advertisement to sell the property, and the beneficiary or the trustee shall execute and cause to be recorded a notice of default and his election to sell the said described real property, to arise.

and property before any part of such taxes, assessments and other liabilities shall be paid, and the trustee shall fix the time and place of sale, and thereupon the trustee shall sell the property, by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

... payment, beneficiary may, at its option, make payment thereof, the sale, the grantor or any other person before the date the trustee conducts the default or defaults. If the default consists of a failure to pay the sum of \$66,753, may cure the default by paying the sum of \$66,753 to the trustee within the time of the cure other than such portion as would be due had no default occurred. If the default consists of a failure to pay the sum of \$66,753, may cure the default by paying the sum of \$66,753 to the trustee within the time of the cure other than such portion as would be due had no default occurred. If the default consists of a failure to pay the sum of \$66,753, may cure the default by paying the sum of \$66,753 to the trustee within the time of the cure other than such portion as would be due had no default occurred.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale is postponed by any law. The trustee may sell said property either in one parcel or in several parcels.

[illegible]

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 fees and costs of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation of the beneficiary or beneficiaries to pay to the trustee and beneficiary, may purchase at the sale.

16. Beneficiary may from time to time appoint

all reasonable costs, expenses and attorney's fees in excess of the amount required by law to be paid by the grantor in such proceedings, shall be paid by the trustee, the trustee named herein or to any successor trustee, and without conveyance to the trustee, the trustee named herein or to any successor trustee, shall be treated with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument.

At any time and from time to time upon written request of beneficiary, the trustee shall execute and deliver to the beneficiary, or to his heirs, assigns, executors, administrators, legal representatives, or assigns, such instruments as shall be necessary in obtaining such promptly upon beneficiary's request.

Trust (Deed) Act provides that the trustee hereunder must be either

and loan association authorized to do business under the laws of Oregon, and is an active member of the Oregon State Bar; a bank, trust company or insurance company authorized to do business under the laws of Oregon or the United States; a title insurance company authorized to insure title to real property in this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

18300

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.

(a) The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(b) for an organization or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 feminine 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.

*** 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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z, the disclosures for this purpose use the Statement Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.**

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on

OCTOBER 19, 1987, by

JERRY K. AND RUTH E. RABENAU

Notary Public for Oregon

My commission expires: 1-25-88

My commission expires: 1-25-88

TO:

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 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:

DATED: WITH MY HAND AND SEAL OF OFFICE, 19th day of October, 1987, at

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED		STATE OF OREGON, County of Klamath	
JERRY K. & Ruth E. Rabenau HC 32 Box 285 48 Gilchrist, OR 97737		I certify that the within instrument was received for record on the 8th day of October, 1987, at 11:32 o'clock A.M., and recorded in book/reel/volume No. M87 on page 18329 or as fee/tile/instrument/microfilm/reception No. 80261. Record of Mortgages of said County.	
Grantor Pine Forest Escrow, Inc. Harry D. & Penelope F. Kochen Box 2099 LaPine, OR 97739		Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk	
RECORDED PINE FOREST ESCROW 51487 HWY 97 POB 416 LAPINE, OREGON 97739		By [Signature] TITLE	
RECORDED PINE FOREST ESCROW 51487 HWY 97 POB 416 LAPINE, OREGON 97739		Fee: \$10.00	