

Vol. 148 Page 18975

2nd

September

1987

as Grantor, **KLAMATH COUNTY TITLE COMPANY**

JOSEPH H. YAFFE AND VERA E. YAFFE, husband and wife
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:

Lot 9 in Block 29, First Addition to Klamath Forest Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 SEVEN HUNDRED AND NO 100/S Dollars, with interest thereon according to the terms of a promissory note, interest hereon, if

sum of SEVEN HUNDRED AND NO 100/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity, 1919.
with the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and if the debt is not paid at the date above, as any interest therein is sold, agreed to be

note of even date herewith, payable at maturity, 19 .
not sooner paid, to be due and payable at maturity 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 grantor 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 dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees to maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and 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, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

5. To keep said obligations free from construction liens and to pay a taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges shall be paid, due or delinquent and promptly deliver to the beneficiaries the proceeds of the charges payable by grantor, either by direct payment or by providing at its option, make payment thereon and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by any of the trusts created without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest, the grantor shall be bound to, to the extent hereinafter described, as well as to the payment of the obligation herein same extent that they are bound to pay immediately due and payable with interest thereon, and all such payments shall be immediately due and payable at the option, and the nonpayment thereof shall, at the option of the beneficiaries, render all sums secured by this trust deed immediately due and payable at the option of the beneficiaries.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. and defend any action or proceeding purporting

[illegible]

It is mutually agreed that:

It is mutually agreed that: the fees on such appeal; under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all cost and a portion of the monies payable as compensation for the taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessary and incurred by grantor in such proceedings, shall be paid by beneficiary and attorney's fees, applied by it first upon any costs, expenses and attorney's fees, and then upon the balance of the monies payable or incurred by grantor in such proceedings, and the balance applied upon the costs, expenses and attorney's fees secured hereby; and grantor agrees, at its expense, to execute and file such actions and execute such instruments upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property; (b) join in any existing any easement, or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, to the person or persons described as the "person or persons grantee in any reconveyance" in the recitals therein of any matters or facts shall be considered true and correct in the truthfulness thereof. Trustee's fees for any of the foregoing stipulated in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in pursuance of such notice.

hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may proceed to foreclose this trust deed by exercising its power of foreclosure or direct the trustee to foreclose this trust deed by exercising its power of foreclosure or direct the trustee to execute and cause to be recorded his written notice of sale, to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in accordance with the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default or the default may be cured by paying the sums secured by the trust deed the cure other than such portion as would be due had no default occurred. Any other default that is cured under the being cured may be cured by tendering the performance required under the default or obligation or trust deed. In any case, the person or persons shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated by the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell it at the time of sale, Trustees' auction to the highest bidder, whether its deed in form as required by law conveying the property so sold, but without any covenant or warranty, unless conclusive proof is applied. The recitals in the deed shall constitute therefor a sufficient conveyance to the grantor and beneficiary, any purchase 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 a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens and claims against the interest 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 in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor or successors, the latter shall be vested with all title, powers and duties herein upon any trustee herein named or appointed hereunder. Such appointment and substitution shall be made by a written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 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.

NOTE: 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

13. a

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.

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 or household purposes (see Important Notice below), (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 by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

See Exhibit "A" for notary use of the form of acknowledgement opposite.

STATE OF OREGON, County of ... This instrument was acknowledged before me on ... 19... by ... Notary Public for Oregon My commission expires: ...

REQUEST FOR FULL RECONVEYANCE TO BE USED ONLY WHEN OBLIGATIONS HAVE BEEN PAID. 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: ...

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 (FORM No. 888) STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... 19... at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of Mortgages of said County. Witness my hand and seal of County affixed. BY ... DEPUTY

EXHIBIT "A"

18977

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ss.

On October 13, 1987

before me, the undersigned, a Notary Public in and for
said State, personally appeared David Thompson**

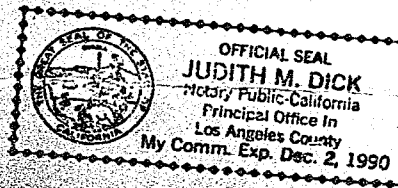
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Judith M. Dick

SF 423-4 (REV. A-1-82) (CA) (INDIVIDUAL)



(This area for official notarial seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 21st day
of October A.D., 19 87 at 9:08 o'clock A M., and duly recorded in Vol. M87
of Mortgages on Page 18975

FEE \$13.00

Evelyn Biehn,
By [Signature] County Clerk