84557

TRUST DEED TO OF VOL MS Page 2462 (

THIS TRUST DEED, made this 1ST day of February , 1988 between

as Grantor, NEAL H. BELL ALAN J. BEIL -----

as Beneficiary.

THISED

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property. in Klamath County, Oregon, described as: | **18**12年 | 1937 | 1934年 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 1947 | 19

That portion of the SMASIA that lies West of the Pacific Northwest Bell Road, in Section 24, Township 36 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

the norther, or desired the front Beed of This fort, which it receipes forth much be dishonated to the business for tendelliness to be a returney and be made,

together with all and singular the tonements, 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.

WITH SAID THE PURPOSE OF SICURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SIX THOUSAND THREE EUNDRED AND NO/100-

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable.

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

The date of maturity of the debt secured by this instrument is becomes due and payable.

The above described real property is not currently used for agricult To protect the security of this trust deed, grantor agrees:

1. 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 vreate of said priperty.

3. To comply with all laws, ordinar cas, regulations, covenants, conditions and restrictions affecting said property: if the headled property in good and workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all cost, incurred therefor.

3. To comply with all laws, ordinar cas, regulations, covenants, conditions and restrictions affecting said property: if the headled property in the manner of the pay for links same in the property of t

promote state

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other determent altecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The frantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the rectals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, heneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues, and expenses of operation and collection, including reasonable after the services and expenses of operation and collection, including reasonable after the services of the secured hereby, and in such order as beneficiary may determine.

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

12. Upon default by grantor in payment of any indebtedness secured

waive any detault or notice of detault hereunder or invalidate any act done pursuant to such notice.

12. Upon detault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such any event the beneficiary at his election may proceed to foreclose this trust deed in equity, as a mortgage or direct waite to to reclose this trust deed by advertisement and sale. In the latter went the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election self-beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to self the said described real property to satisfy the obligations 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 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 live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to 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 centoring the terms of the obligation and trustee's and attorney's lees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no detault occurred, and thereby cure the default, in which event all loreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place desilvated in the order.

the default, in which event all loreclosure proceedings shall be dismissed by the trustee.

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 may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without, any covenant or warranty, express or implied. The recitals in the deed of any matters of last thall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary; may 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 subsequent to 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.

surplus, it any, to the grainer of to the successor in these securities autifults.

16. For, any, reason, permitted by law beneficiary may from time to time appoint a successor or successor it is not appoint a successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested 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 executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledded 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 atterney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to 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.

2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	to entrans that it prairies his fi-	those claiming under him, that he is law-
The grantor cov	enants and agrees to and wit ple of said described real prop	In the beneficiary and those claiming under him, that he is law- berty and has a valid, unencumbered title thereto
NONE	the tendence of the former property in the end of the first and the firs	Applied Field to referred the property of the control of the contr
d that he will warr	ant and forever defend the sa	me against all persons whomsoever.
The second secon	The first of the left forces (force) the second of the se	1. William de Alexandria (1994) de la companya de la companya per alexandria (1994). Considerado en la companya de la companya del companya del companya de la companya del la companya de la companya de la companya del la companya de la companya del
The Scentor Wallat	nts that the proceeds of the loan	represented by the above described note and this trust deed are: noid or agricultural purposes (see Important Notice below), ural person) are for business or commercial purposes other than agricultural ural person) are for business or commercial purposes other than agricultural
(a)* primarily for (b) for an organiz	zation, or (even if grantor is a nat	ural person) are for business or commercial purposes
This deed applies	to, inures to the benefit of and tives, successors and assigns. The tives, successors and assigns.	binds all parties hereto, their heirs, legatees, devisees, administrators, execu- torm beneficiary shall mean the holder and owner, including pledgee, of the tary herein. In construing this deed and whenever the context so requires, the d the singular number includes the plural.
		a the singular manager of the shore written.
	Establish Supering	(a) or (b) is
of applicable; if warrant is such word is defined:	in the Truth-lit-Lending Act and Regi	visit of creating with the state of the stat
disclosures; for this purpos the purchase of a dwellin	ng, use Stoven Ness Form No. 1305	a the purchaso
of a dwelling use Stevens with the Act is not required	d, disregard this notice.	 If icompliance is the second of the second of
(If the signer of the above is uso the form of acknowledgm	a corporation, nint opposite.] [ORS	93.490] STATE OF OREGON, County of
STATE OF CAUCIAN	PNG C	The state of the s
February	trace to newly but better the	Personally appeared who, each being first duly sworn, did say that the former is the
oecar Amila	DEFICIAL SEAL	duly sworn, did say that the tormer is the president and that the latter is the
LIN LIN	NDA M. OBHIEN	secretary of
(+ (= - TW) > 7 Y	HANGE COUNTY	a corporation, and that the seal attixed to the totegoing and corporate seal of said corporation and that the instrument was signed and corporate sealed in behalf of said corporation by authority of its board of directors; sealed in behalf of said corporation by authority of its voluntary act and each of them acknowledged said instrument to be its voluntary act
ment to be his	S voluntary act and deed.	and each of them acknowledges and deed. Before me:
GEFICIAL SEAL)	- do m O Brun	(OFFICIAL SEAL)
Notary	y Public for LEW in California	My commission expires:
A Paris and a second		CUEST FOR FULL ACCONVEYANCE
georgia dus encontrations de la contration de la contrati	process and such a transfer RE	d only when obligations have been poid.
TO:	FRANCE MARKET FOR A STREET STREET	All gums secured by sai
The undersign	ied is the legal owner and holder of a fully paid and satisfied. You here	all indebtedness secured by the foregoing trust deed. All sums secured by sail by are directed, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed the
said trust deed or P	oursuant to called and to reconvey.	without warranty, to the parties designated by the
CONTRACTOR OF BY BY SECTION OF SECTION	ith said frust been and to you under the sano: Mail reconveys	
estate now held by 3	法执行证据 网络大大线 医新维定量 网络印刷 经共同的现代	를 보는 경우 시설을 보고 있는 것을 잃어 보고 있다면 보고 있다. 그는 그는 그리고 있는 것들이 모르는 것을 받는다고 있다면 보고 있다.
estate now held by y	, 19.	
estate now held by y DATED:		Beneficiary
estate now held by y DATED:		
estate now held by y DATED:	alroy this Trust Died (32 THE NOTE which is	Beneficiary secures. Both must be delivered to the trusted for cancellation before reconveyance will be made.
DATED: Do not lose or de	nthroy this Trust Dask (32 THE NOTE which is $\mathbf{T}^{T}\mathbf{DEED}$ (1.13)	Beneficiary secures. Both must be delivered to the trusted for cancellation before reconveyance will be made. STATE OF OREGON, County of Klamath
DATED: Do not lose or de	ST DEED LINE ON STATE NOTE which is	Beneficiary secures. Both must be delivered to the trusted for cancellation before reconveyance will be made. A C RETURN RESIDENT STATE OF OREGON, STATE OF OREGON, County of Klamath I certify that the within institution of the county o
Do not lose or de	stroy this Trust Deed On THE NOTE which is STIDE ED CLIC COST White Co., point Land. one [15]	Beneficiary Beneficiary Beneficiary STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on 22nd day of February 19.
Do not lose or de	STDEED CLIC CONT. NOTE which is	Beneficiary Beneficiary Beneficiary Beneficiary Beneficiary Beneficiary Beneficiary Beneficiary STATE OF OREGON, STATE OF OREGON, I certify that the within instrument was received for record on a 22nd day of February 19. SPACE RESERVED Beneficiary STATE OF OREGON, Lamath I certify that the within instrument was received for record on a 22nd day of February 19. SPACE RESERVED in book/reel/volume No M88 SPACE RESERVED
Do not lose or de	STDEED (15 CON) W FUS. CO. FOR LAND. ORG. 15 CON CONTROL ORG. 15 CONTROL ORG.	Beneficiary secures. Both must be delivered to the trusted for concellation before reconveyance will be made. STATE OF OREGON, County of Klamath I certify that the within instal ment was received for record on a 22nd day of February 19. SPACE RESERVED in book/reel/volume No
Do not lose or des	STDEED (15 CON) W FUS. CO. FOR LAND. ORG. 15 CON CONTROL ORG. 15 CONTROL ORG.	Beneficiary SECURES. Both must be delivered to the trusted for cancellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instituted the ment was received for record on a 22nd day of February 19. SPACE RESERVED in book/reel/volume No M88 page 2462or as document/fee/ficetrument/microfilm No. 84557
Do not lose or des Do not lose or des Prevens NESS LA SCATTER REL ASDEM TI	STPEED (IC CON) STPEED	Beneficiary secures. Both must be delivered to the trusted for concellation before reconveyance will be made. STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on 22nd day of February 19. at11.27o'clock.A.M., and record in book/reel/volume NoM88 FOR page. 2462or as document/fee/fi nistrument/microfilm.No. 84557 Record of Mortgages of said Court. Witness my hand and seal