85038 <u>ESI-1-Grapon Trust Doed Seles-TRUST DEIL!</u> (Ne ratifiction on cost(nark at)) <u>ATE 55192</u> VOL.<u>MS7</u>Page<u>3285</u> STEVEND-NESS LAW PUBLISHING CO. FORT AND FOLK No. TRUST DEED TO TO VOL MSS Page 2462 TN.1 84.557 day of \_\_\_\_\_\_ February \_\_\_\_\_\_ 1988 \_\_\_\_\_ between THIS TRUST DEED, made this 1ST day of February 1988 between OSCAR AGUILAR----....., as Trustee, and es Grantor, ..... NEAL, H. BELL <u> 19 de antista de la construction de la constructi</u> er få energinne protektion och de men i skal får i som i sværse krænse kaller och star förste de energinger och as Reneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property and a strategy and a set of state the set of the state of the state of the set of the se in Klamath County, Oregon, described as: That portion of the SWASE: 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. Do not test at scanat, in a finit that the fight here a period that a not by delivered to the studye be core to the scare states with the move THIS TRUST DEED IS BEING RECORDED TO CORRECT THE RANGE NUMBER FROM 10 TO 12. y N L'EE togother with all, and singular the enements, 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX THOUSAND' THREE HUNDRED AND NO/100---note of even date herewith, psyable to beneficiery 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 of note \_\_\_\_\_\_. 19.\_\_\_\_\_. not sooner paid, to be due and payable \_\_\_\_\_\_\_at maturity of note \_\_\_\_\_\_. 19.\_\_\_\_. The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. ural, timbor or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any constraint any essement or creating any restriction thereon; (c) join, in any cubordination or other agreement altecting this deed or the lien or charge subordination or other agreement altecting this deed or the lien or charge shortool; (d) reconvey, without warranty, all or any part of the property. The frame in any reconveyance may be described as the "person or person be adapted thereto," and the recitals therein of any matters or lasts shall be conclusive proof of the truthfulness thereol. Trustee's lees lor. any of the become any default by grantor hereunder, beneficiary 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 adverses on lasts property, such and unpaid, and apply the same independent of the same such or therwise collect the rends. The same such or therwise collect the rends and unpaid, and apply the same including reasonable attorney's lees upon any indebtedness and prolite, or levels and property, and in such order as benericitary may detault or notices and provides and property. The same policited by endition or clease thereof and in such order as benericitary for a court, and without regard to any stating or damage of the rinsurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof any taking or damage of the property, and the application or release thereof any taking or damage of the property of any detault or notice of detault hereunder or invalidate any act done varies any detault or notice.
12. Upon, detault by grantor in payment of any indebtedness secured pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneliciary may declare all sums secured hereby immediately due of oreclose this trust deed and event the beneliciary at his election may proceed to forcelose this trust deed by advertisement and sale. In the latter event the beneliciary or the trustes shall advertisement and sale. In the latter event the beneliciary or the trustes shall accuse to be recorded his written notice of delault and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustes shall lis the time and place of sale, give notice thereoi as then required by law and proceed to loreclose this trust deed in the manner provided in ORS 86.795. 13. Should the beneliciary elect to loreclose by advertisement and sale the manner provided in ORS 86.740 to 86.795. 13. Should the beneliciary elect to loreclose by advertisement and sale then alter delault at any time prior to live days belore the date set by the trastee lor the trustee's sale, the grantor or other person so priviled by the trustee lor the trustee's sale, the grantor or other person so priviled by the trustey, the entire amount then due under the terms of the trust deed and the abilitation secured thereby (including costs and expenses actually incurred in endoring the terms of the obligation and trustee's and attorney's less not ex-ceeding the amounts provided by law) other than such portion of the prim-cipal as would not then be due had no delault occurred, and thereby cure the delault, in which event all toreclosure proceedings shall be dismissed by the trustee. 14. Otherwise the sale tark The operating, in which events an interiorate proceedings shall be usintsate 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 place designated in the notice of sale or the time to which said sale may be postponed as provide by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at soution to the highest bidder for eash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulaness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sale normand to the nouver provided herein trustee 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, in-cluding 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 errolms. surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereander. Uccon 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 de y written-hereunder. Each such appointment and substitution shall be on this trust deed and its place of record, which, when recorded in the ollice of the County clerk or Recorder of the county or counties in which the property is situated, shall be conclusive prool 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 oblighted to notily any party hereto of pening sale under any other deed of trust or of any action or proceeding in which grantor, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the trust e 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 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.

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