85230	ASPEN S-31 TRUST DEED	V01.1.1	N_Page_3579
THIS TRUST DEED, made this	17th day of	February	19.88, between
WILLIAM WHITLATCH			
Grantor, ASPEN TITLE & ESCROW,	TNC An Oregon	Corporation	, as Trustee, an
ROBERT G. MOORE			
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Beneficiary,	WITNESSET	H:	a a a a a a a a a a a a a a a a a a a
Grantor irrevocably grants, bargain	s, sells and conveys t	o trustee in trust, wi	th power of sale, the propert
Klamath County,		·· ·	and a second
Lot 5, Block 5, HILLSIDE AL	DITION TO THE CI	TY OF KLAMAIH FA	LLS, IN
the County of Klamath, Stat	E OI OIOgon.		
			the sum of the balance of the prove
wher with all and singular the tenements, her w or hereafter appertaining, and the rents, issu			
n with said real estate.	PERFORMANCE of eac	h agreement of grantor l	erein contained and payment of t
m of THIRTY THREE THUSAND AN	<b>D</b> - 11		condina to the terms of a prouliss
(\$33,000.00)	y or order and made by a	rantor, the final paymer	t of principal and interest hereof,
S BORRER Daily, IC De ware and performent	ch 15 by this instrument is the	1-1. A-4-4 shows on W	the final installment of said not interest therein is sold advect to
comes due and payable. In the event the with	in described property, of	a stand the written C	onsent or approval of the beneficia
en, at the beneficiary's option, all obligations i wein, shall become immediately due and payable	e.	t, irrespective of the i	laturity dates expressed therein,
To protect the security of this trust deed,	grantor agrees:	ing any easement or creatin	g any restriction thereon; (c) join in attecting this deed or the lien or chi
of repair, and to remembe of composite any boundary of the second property.	there and workmenlike grant	ee in any reconveyance ma	attecting this deed of the new of the rranty, all or any part of the property. y be described as the "person or per- recitals therein of any matters or facts s unage thereof Truster's frees for any of
2. To complete or rescore promptly and or co- ation any building or requirement which may be co-	nstructed, damaged or legal relor.	onclusive proof of the truth	h shall be not less than \$5.
anney any building of actual property when the site of a introped thermon, and puy when due all costs incurred the 3. To comply with all laws, ordinances, regulatio one and restrictions after senil and property, if the here in and restrictions after senil and property.	ina, covenants, condi- ficiary so requests, to		
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with in executing the instanting university and to pay it and Gode as the beneficiary, as well as the total of a provide and contractivity maintain insure of the provide and provide and provide and provide and the provide and provide any individual the the provide and the provide any individual the provide the provide any individual provide to the provide any individual provide to the annex at grantor's our provide any individual provide to the provide any individual provide to the provide the provide any individual provide to the provide the provide any individual provide to any provide the provide any individual provide to any provide the provide the provide any individual provide to any provide the any provide the provide and in such there are assessmented and there any part of such there are part of the arround to provide any provide the provide the provide and provide any provide any provide any provide any provide any provide any provide and provide any rights arrively therefore with the decided on any rights arrively at the order of any provide as well as the grantor, and any provide and the arround to part and be and the arround to part and the arround the part and the arround the shart and any trights arrive at the arrou	the Unidous Conver- or Juing surve in the in Juen searches made med desirable by the sea or damage by live med or sin the building's sea or damage by live med or sin the uniding's sea or damage by live med or sin the latter; all such insurance and io sea point to the expira- sed on said building's early as soon as insured; such insurance and io sea point to the expira- sed on said building's early as bonelicitary mount so collected, or ication or release shall onder or invalidate any to of any taste, assent bit of any taste, assent to due and psyable with- state and in any suit, reas and expense, inter to due and psyable and to due and psyable and to due and psyable and to the trustee incurred to the trustee incurred to any tastes and attorney's pace and in any suit, reas and expense, inter to an at cases shall do as and expense, inter the the trustee incurred truste is and attorney's pace and in any suit, reas and many suit, reas and expense, inter to mall cases shall be toron any undernet to the trustee's and attorney's pace suit as the ap- ry soch sum as the ap- ry soch sum as the ap- ry to the shall be taken due and psyable with- to of the trustee's attor- to of the trustee's attor- to of the trustee's attor- to of the taken and to the taken and to of the taken and to the taken	without notice, either in pr ed by a court, and without ndebtedness hereby secured, or any part thereol, in its of and prolits, including those sorts and expenses of operati- its end prolits, including those its and prolits, including those its and expenses of operati- its end the entering upon a ance policies or computation ery, and their profession or e any delating fraction or profession of the profession of the fraction of the operation of the fraction of the operation of the fraction of the operation ery in the part of the operation of the fraction of the operation of the fission of the any time prior to 5 is secured by the trust dec- tre amount due at the time of the truster and atter is secured by the trust dec- tre amount due at the time of the trust of the operation of the fission or delauits. 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Otherwise, the sale as a dia the compension of the property so sold, but with one parcel or in separate p ition to the highest bidder [ the proved of in separate of it apply the proveed of sal ding the compension of the property is the other purchaser if apply the proveed of sal ding the compension of the iter of the proveed of sal ding the compension of the iter of the proveed of sal ding the compension of the iter of an action provided by the of a the other purchaser is an and the there of the proveed of sal ding the compension of the iter of the trustee herein named ther when may the trustee herein named	read to by a procession of and property, meter upon and take possission of and p man and culter of infermise collect the ri past due and unpaid, and apply the si an and collection, including reasonable a secured hereby, and in such order as b and taking possession of said property, d profits, or the proceeds of the and or or awards for any taking or damage of or awards for any taking or damage of any agreement proceeds of the angle taking possession of said property, intereast thereof as aloresaid, shall not cur releast thereof as aloresaid, shall not cur immediately due and release the being or one any agreement of any indebtedness sec any agreement hereunder, the beneficiary immediately due and culto the being or nent and/or performance, the being or onent and/or performance, the being or immediately due and culto the trust immediately due and culto the being or the trust eee or purue any other rig inter the trust eee or purue any other rig into the the bueliciary may have. 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3580 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 none 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 lirst above written. William Whitlatch • IMPORTANT NOTICE: Delisto, by lining est, whichever warronty (o) or (b) is net applicable; if warranty (c) is applicable and the beneficiary is a creditor as such ward is defined in the Truth-in-Landing Act and Regulation 2, the baneficiary MIST comply with the Act and Regulation by enaking regulated disclosures; for this purpose use Stovens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknewiedgement opposite.) STATE OF OREGON, Ss. ) ) #5. ) STATE OF OREGON. County of County of Klamath This instrument was acknowledged before me on ..... This instrument was acknowledged before me on Millian. Whitlatch 19 .by. 85 ot findia Handsaher Notary Public for Oregon Notary Public for Oregon (SEAL) TSEAD) Chy commission expires: 1-R3-89 My commission expires: OF STOV REQUEST FOR FULL RECONVEYANCE To be used only when abligations have been paid , Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: ..... 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 , 19. DATED: Beneficiary or destroy this Trust Dood OR THE MOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, .55. County of \_\_\_\_\_\_ Klamath TRUST DEED I certify that the within instrument (FORM No. 881) STEVENSAESE LAW PUR. CO. PORTLAND, GR was received for record on the ...14th day at .3:57 ..... o'clock P....M., and recorded William Whitlatch in book/reel/volume No. ...MB8 ....... on SPACE RESERVED Grantor ment/microfilm/reception No...85230.., FOR Robert G. Moore Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. Beneliciary Evelyn Biehn, County Clerk AFTER RECORDING RETURN TO A TITLE By PAm Smith Deputy Aspen Title & Escrow, Inc. 600 Main Street Klamath Falls, Oregon 97601 1997 - B Fee: \$10.00

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