SI-08 85266

1988 tebruar hetween AUSTRUST DEED. main this Reiter day of . Sindle ma as Grantor. a ASPEN TITLE & ESICROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

ATE 3. TRUST DEED

32078

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, Lot 35 in Block 26 of Tract 1184-Oregon Shores-Unit 2-1st Addition as sho 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

Degester with all and angular the tememorals, hereditaments and appartenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, user and profile thereof and all fisher, now or hereafter atlached to or used in connection with said real estate. FOR these PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of SUX Those space POR these PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of a promissory note of even date herewith, payable to POR these purposes of security of the first purpose of the sum of the sum of a promissory note of even date herewith, payable to POR the purpose of the sum of the first purpose of the sum of the sum of the sum of the sum of a promissory note of even date herewith, payable to POR the purpose of the sum of _,#2000

the ary or order and made by prantier the final payment of principal and interest hereof. if not sooner paid, to be due and payable 3-15 registery in inservice and mode by provide in provided in principal and interest hereof. If not source paid, to be due and payable ________, for the event The date of materially of the date serviced by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event within described progress, or any part thereof, or any interest therein is shill, agreed to be hold, conveyed, assigned or alignated by the grantor without first having mend the meterial common or approval of the baneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates present thereis, or never, paid become immediately due and payable.

detained the instrum commerce and proved of the beneficiary, then, of the beneficiary is option, all property is approved of the beneficiary, then, of the beneficiary is option, all proves a present of the beneficiary is option, all the second proves of the beneficiary is option, all the second proves of the beneficiary is option. The beneficiary is option, all the second proves of the beneficiary is option. The second proves of the beneficiary is option, all the second proves of the second proves the second proves the second proves of the second proves of

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It due obligations. 7 The appear in and defend any actions or proceeding purporting to affect the county ingets of powers of beneficiary in trustee and of any must action or versions of the due of the beneficiary or trustee may appear industries any of the and rections of the due of the part of costs and response, in location configurations of the and rections of the due of the part of costs and response, in location configurations of the and rections of the due of the part of costs and response, in location configurations of the and rections of the due of the beneficiary of the truster then the instance parts shall a wreat the provide a takeness is free kerens described, the author to a throne is free restance this powerpair in all cases table to fixed by the trust court or by the spectate court of an appeal is taken. aer

It is minimally spread that. A The two event that any portion is all of such property will be taken under the reget of enumers domain or conformation. Configurate that have the right, if it is reget of enumers domain or conformation. Configurate that have the right, if it is ment to enumer the set of a set provide the mathematic problem as compared intermediate the set of the set provided of the mathematic to be a set resumable contre-nues the sequence that is the set provided of the mathematic to be and response on a structure to be an experiment of the set of the second of the proventing and are an experiment of the sequence of the second of the set of the proventing and are responsed to be a set of the second of the set of the second of the response of the second response of the second response of the second second of the response of the second of the

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restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien: we charge thereof: (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person of persons legally entitled thereof: and the receitablisheet of any matters or facts that be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less that 35. The property of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less that 35. The property of the truthfulness thereof the appointed by a court, and due notice, either in person, by agent or by exercity for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured, enser upon and take possession of shild property or any part thereof, it is own name are upon the set of the truthful of the state of the truthful and and profilts including those past due and "unpart," and the set of the subject to paragraph. Thereof upon they including the association of the subject to paragraph. Thereof upon they including the set of the state of the subject the truthful and profilts including those past due and profilts including those past due to the provide due to the subject the paragraph. Thereof upon they including the secure of the subject is a subject to paragraph. Thereof upon they including the secure of the subject and profilts including the past due to the subject due to the subject due to the subject and profilts including the secure of the subject due to the secure of the subject due to the subject due to the subject due to the subject due to the secure of the subject due to the subject due to the secure of the subject due to the secure of the secure of the subject due to the secure of the secure of the subject due to the secure of the secure of the subject due to the secure of the secure of the secure of the secure as bene

including reasonable attorney's fees subject to paragraph. 7 hereof TDDM May-inaebiedness secured hereby, 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 fire and other insurance policies or compensation or elawards for any taking or damage of the property, and the optication or release thereof as aforesaid, shall not cure or weive any default or application or release thereof as aforesaid, shall not cure or weive any default or in his performance of any agreement hereinner, the nuch an event and if the above described real property is currently used for agrinultured, timber or graing purposes described real property is currently used for agrinulture, timber of a instraing purposes described real property is currently used for agrinulture, timber of a an agreege in the beneficiary may proceed to foreclose this rust deed in equity, as a mortgage in the beneficiary may proceed to foreclose this rust deed in equity, as a mortgage in the beneficiary may proceed to foreclose this rust deed in equity, as a mortgage in alverinteent and said. In the latter evente of default and the idection to sell the said and cause to be recorded his written evente of default and the idection to sell the said and cause to be recorded his written in cohligations secured hereby, whereupon the trustre shall fit the time and the of substact. However, if said the required by to bay, 735. 1. Should the beneficiary clict to foreclose by advertisement and sale then due, then thereby innergate or other person so privileged by ORS 86, 740, to here the intervant deed and the obligation secured hereby, whereupon the described is provered to foreclose this trust deed in the manner provided in ORS/86, 740 to be remain of the trust deed and the obligation secured hereby cure the default, in which event all foreclosure proveedings shall be distantsed by the rustees for the and thereby included in a def

excluding the trustee, but including the grantur and beneficiary, may purchase at the sule. [5] 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 brustee's attorney, (2) to the obligation secured by the trust deed, (3) to all trust deed as their interests may appear in the order of their priority and (0) the annual trust deed as their interests may appear in the order of their priority and (0) the annual trust deed as their interests its successor in interest of the truste end and (0) the annual trust deed as their interests and expension in interest of the interest of the annual trust and (2) the provided its and the annual trust and and the second and the order of their priority and (0) the annual trust deed as their interests may appear in the order of their priority and (0) the annual trust and any successor trustee and cruster in interest of the appointment, and without conversance to and appoint the shall be easily be verified with all title, powers and duries confirmed appoint and the appointment, and without conversance of any cruster master, herein a and its pixer of record, when when the first, involved in the reflection of the crust of a shall be verified with all title, powers and duries confirmed appointed for the order of the order of the provider of the county or counties in which in the reflection of the county Clerk or Recorder of the county of proper oppointment of the successor if. Trustee accessor that when this deed, duly executed and acknowledeed

property is situated, shall be conclusive proof of proper appearance of an acknowledged trustee.

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 titled thereto

The Trust Deed Act provides may the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or taxings 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 dif this state, in subsidiaries, attidiates, agents or branches, or the United States or any agency thereof. NOTE

taken he will many and forever defend the	e same against all persons whomsoever. 3642 3642	
nd that he will warrant and forever delend the		
The grantor warrants that the proceeds of the (a) primarily for grantor's personal, familyh	I loan represented by the above described note and this trust deed are: household or agricultural purposes (see Important Notice below), a natural person) are for business or commercial purposes other than agriculture and a natural person.	u 1-
(b) for an organization of the purposes. This deed applies to, instres to the benefit of a set applies to, instress to the benefit of the set of the purpose that the set of the purpose.	f and binds all parties hereto, their heirs, legatees, devisees, administrators, ceed The term beneficiary shall mean the holder and owner, including pledgee, of the The term beneficiary shall mean the holder and whenever the context so requires, the beneficiary herein. In construing this deed and whenever the context so requires, the prediction of the start of the s	he he
IN WITNESS WHEREOF, said grante	tor has hereunto set his hand the day and you must set in the set of sale by notice to the setter until midnight of the fourteenth day following the	
You have the option to cancel your contract or agreement	ant of sale by notice to a pant to the rules and regulations of the Office of Interstate Land Sales Registration, a advance of your signing the contract or agreement, this contract or agreement may signing.	
U.S. Department of the lor two years from the date of s be revoked at your option for two years from the date of s	signing (a) or (b) is Polart P. Rotte	
* IMPORTANT NOTICE: Delate, by lining out, whichever w nat applicable; if warranty (a) is applicable and the ben or such ward is defined in the Truth-ia-Londing Act or	eneficiary is a creditor and Regulation Z, the by making consistent	 NO
NERAL ACKNOWLEDGMENT		e de la compañía de la
State of CALIFORNIA	On this the day of I Cloud I I	me,
County of SACKAHENTO SS.	Charlese D. Todd the undersigned Notary Public, personally appeared	9
	the undersigned Notary Public, personally appealed ROBERT P. REITER	
	Company known to Me	
OFFICIAL SEAL CHARLENE D. TODD	proved to me on the basis of satisfactory evidence subscribed to	
CHARLENE D. TODD NOTARY PUBLIC - CALIFORNIA SALEAL FOR DEAL	within instrument, and acknowledged that	ed it.
Ally Comm. Expres Jon. 11, 1991	services and and atticial seals	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	WITNESS my band and cincle cours	5,365
	NOTATE & SIGNATURE	~ 05
	REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been pold.	
	EEQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Traision	
TO: The undersigned is the legal owner and h trust deed have been fully paid and satisfied. Y	EEQUEST FOR FULL ESCONVEYANCE To be used only when obligations have been poid. , Trustee holder of all indebtedness secured by the foregoing trust deed. All sums secured You hereby are directed, on payment to you of any sums owing to you under the You hereby are directed, on payment to you of any sums owing to you under the sel all evidences of indebtedness secured by said trust deed (which are delivered set all evidences of indebtedness to the nerities designated by the terms of said trust	by said terms of to yo
TO: The undersigned is the lefal owner and h trust deed have been fully paid and astisfied. Y said trust deed or pursuant to statute, to ance herewith together with said trust deed) and to re estate now haid by you under the same. Mail re-	EFOUEST FOR FULL ESCONVEYANCE To be used only when obligations have been poid. , Trustee holder of all indebtedness secured by the foregoing trust deed. All sums secured You hereby are directed, on payment to you of any sums owing to you under the You hereby are directed, on payment to you of any sums owing to you under the rel all evidences of indebtedness secured by said trust deed (which are delivered reconvey, without warranty, to the parties designated by the terms of said trust econveyance and documents to	by said terms of to yo
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