4291 32106 Vol M88 Page ATE TRUST DEED 88 , between 19. 85667 Febru 01 as Grantor, ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA an unmarried woman Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH CORPORATION, TRUSTEE as Beneficiary. Lot <u>44</u> in Block <u>28</u> of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Fage 28 of Maps in the office of the County Recorder of said County. COUNTY, OREGON, described as: Lot 44 in Block 28 أنسلتها المصار ÷ ther with all and angular the tenements, heredisements and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the Ta cause and profits thereof and all fixtures now or hereafter effected to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of <u>Hine</u> <u>Housand</u> Dollars, with interest thereon according to the terms of a promissory note of eyen date herewith, payable to herein and red and <u>Fift</u> POR Let's represent of the debt scured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event together with all and inspilar the tenements, her rents, issues and profits thereof and all fixtures no teary or order and make by granks, the final payment of principal and interest hereof, if not sooner paid, to be due and payable [74.54] 2000 the date of measurity of the debt secured by this instrument in the date, stared above, on which the final installment of said note becomes due and payable. In the event about described encourse, or any part mereof, or any interest therein it soid, agreed to be sold, conveyed, assigned or alternated by the grantor without first their it and about described encourse; or any part mereof, or any interest therein it soid, agreed to be sold; conveyed, assigned or alternate by the grantor without first their it and about described encourses or any part mereof, or any interest therein it soid, agreed to be sold; conveyed, assigned or alternate by the grantor without first their it and the witten commut or approval or the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates is the described and encourse the contraction of the beneficiary is option. 100 To enormal some for the second state beneficiary is option, all is a showed denseling years of the long provided in the second state of the second state restriction thereon: (c) join in any subordination or other agreement affecting this restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof: (d) reconvey, without warranty, all or any parts the property. The grantee in any calls calls there of any matters or facts shall be conclusive private the truthput of the receives the service of any of the service be conclusive private paragraph shall be not less than 55. mentioned in this paragraph shall be not less that has 5. 10. Upon any facult by grantor by a receiver to be appointed by a court, due notice, either in person, by agent or by a receiver to be appointed by a court, whour regard to ke possession of subgraver or any part thereof, in its own and server and any time less costs and profits, including those past due and sup or otherwise attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph determine. In 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 of compensation or available to the proceeds of the property, the collection of issues and profits or the proceeds of the property, the collection of compensation or available to the proceeds of the property, and the issues and profits or the proceeds of the property default or compensation or available to proceed of the property default or indice of default here the proceeds of the property default or profice of default here the proceed of the property default or in his performance of any agreement here yable. In such an ever or grasting purpose is used hereby importy is currently used and flow agricultural, timeer or grasting purpose the beneficiary wided by law for more agricultural, time or grasting purpose his is not so cuin equily as a more agric direct to the section may proceed to foreclose this intig the manner and, the beneficiary at his election may proceed to foreclose the instigent and and flow or default the trust decide in device that is currently described real property is currently using direct default and his election to sell the said advertisement and sell. In the builter event the beneficiar or the trust estall the said advertise to be recorded his satisfy the obligation to is default and his election to sell the said advertise to be recorded his satisfy the obligation of all the advertise there are the said the said and proceed to foreclose this trust deed in the manner provided in ORS186. 740 how and proceed to foreclose the trust deed in the manner provided in ORS186. 740 how and proceed to foreclose the trust deed in the manner provided in ORS186. 740 how and proceed to foreclose the trust deed in the manner provided in ORS186. 740 in thereof, may be reasoned to prevent, out approximation to researce that not cure of and any definition and potentiat for from construction distilled any act on pay all taxets in the model. and potentiat free from construction distilled any act opay all taxets increments and potentiat free from construction distilled any act of pay all taxets or destinations any port of such taxes and the construction of the construction we de detailed and potential that may all taxets incredion to be engliqued by all taxets in the construction of such taxes at taximents and the construction of the potential in the construction of such taxes at taximents and the construction of the indication of the potential of the taxes at the potential of the potential of the indication of the potential of the taxes at the potential of the taxes of the tax indication of the potential of the taxes at the potential of the taxes of the taxes indication of the potential of the taxes at the potential of the taxes of the taxes indication of the tax of the taxes of the taxes of the taxes of the taxes indication of the taxes indication of the taxes indication of the taxes intervaled at the taxes of the tax of the taxes is not so curves will y as a main fraction of a solution of a solution of the solution of the

the beneficiary or nut attents deed and the obligation sector to boligation and arbitrates ander the terms of the trust deed and the obligation sector to be obligation and arbitrates and expenses actually incurred in enforcing the terms of the principal and expenses actually incurred in enforcing the terms of the principal and attorney's feen be due had no defaultable dismissed by the trustee swould not thereclosure proceeding the term of the date and at the time which event all forecast proceeding the terms of the date and at the time of the terms of the sale shall be trustee may sell said aroperty either. In one designated in the notice of sale. Trustee may sell said aroperty wither to the designated in the notice of sale. The trustee may sell said aroperty so sold any highest bidder for cash, payable and the time of sale. These shall deliver to the purchaser to covenant or warranty, express or implied. The recitats thereof. Any person, without any fact shall be conclusive proof of the trustheness thereof. Any person, without any fact shall be conclusive proof of the trustheness thereof. Any person, and the trustees, but including the grantor and beneficiary, may purchase the shall be coven at the sale shall be conclusive proof of the trustheness thereof. Any person and the trustees, but including the grantor and beneficiary.

activities of fact states, but including the grantor and beneficiary, may purchase at the excluding the trustee, but including the grantor and beneficiary, may purchase at the ply the proceeds of sale to payment of [1] the expense of sale, including the grantor of [1] the expense of sale, including the grantor of [1] the expense of sale, including the powers provided herein, trustee shall comply the proceeds of sale to payment able charge by instress attorney, [2] to the subligation secured in trust deed (3) to all persons having recorded therein of their priority and deed (3) to all persons having recorded therein of the other of their priority and the surplus. If any, to the grantor or in papear in the order of their priority and physical states in the trust deed as their interests may on permitted by law beneficiary may from time to time appoint the surplus. If any, to the grantor or interest of the surplus description of the appoint the trust deed by the surplus. If any, to the grantor or interest of the surplus the number of the appoint the trust deed by the surplus. If any, to the grantor or interest of the surplus the number of the appoint the trust deed by the surplus the number of the appoint the surplus the successor truster. Upon such appoint the trust deed to the provers and duties conferred appoint the surplus the recorded in the trust deed and its prior feecord, which when recorded in the ofference to the Comey. Clerk or the two of the county or counties in which the proverse is anallely of proper appointment of the successor private.

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 here 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 unters such action or proceeding is brought by trustee.

It is minimally agreed that: It is minimally agreed that: It is minimal or max any portion or all of and property shall be taken under the right of emissional document or condensmatum, beneficiary shall be at compensation for right of emissional document or condensmatum, beneficiary shall be at compensation for minimal document of the monthly peid or mount of the month right and emission document of the monthly peid or incurred by granter in such as a state of the point of the sum requered of the point of the sum of the right and emission of the monthly peid or incurred by parter in such more summer based by the point of the sum of the point of the sum of the right and expension of the sum of the sum of the sum of the sum of the right and expension of the sum of the sum of the sum of the sum of the right and expension of the sum of the sum of the sum of the sum of the right and expension of the sum of the sum of the sum of the sum of the right and expension of the sum of the sum of the sum of the sum of the right and expension of the sum of the

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee The Trus Deed Act provides that the truster hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company for savings and scan association subsorized to do business under the laws of Oregon or the United States, a tille insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. simple of said described real property and has a valid, unencumbered titled thereto

NOTE

To appear an and defend any action or proceeding purporting to affect the interval of the second se

It is mutually agreed that:

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