FORM No. 551- Program Front Good Series - FRUST DEED.

ASPEN S-32123 TRUST DEED Vol. MST Page 4439 _____, 19_88 , between

THIS TRUST DEED, made this 22 day of March
JOSEPH A. SILBERTACEL and TERESA L. SILBERTAGEL, husband and wife

as Trustee, and

as Grantor, __H.F. "Bud" Smith, Attorney at Law MIRIAM G. KERR. as to an undivided & interest: J. HARVEY BRANNAN and ROSMOND A. BRANNAN, as to an undivided & interest.

as Beneficiary,

or

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

The Westerly 10 Longitudinal feet of Lot 1, Block 12, FIRST ADDITION TO THE CITY OF KLAVAIH FALLS, adjoining Lot 2, in said Block and Addition, and the Easterly 41.2 feet of Lot 2, Block 12, FIRST ADDITION TO THE CITY OF KLAVAIH FALLS, in the County of Klamath, State of Oregon.

together with all and singular the tenements, 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of THIRTY TWO THOUSAND ONE HINDRED SEVERTY-FIVE and no/100-

herein, shall become immediately dire and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition and repair; not or ensure or desenable any building or improvement thereon; not to constructed agreement any waste of easil property.

To building or emprovement which may be constructed, damaged or destroyed thereon, and pay when due all toots incurred therefor, desenable to the said pay the said property; it the beneficiary so requests, to tions and reserving such insancing statements pursuant to the Uniorn Commercial Code as the beneficiary may require and to pay for illing same in the proper guiltic office or affects, as well as the cost of all lies searches much by illing officers or searching agencies as may be deemed desirable by the beneficiary.

ioin in esecuting such linancing statements pursuant to the Uniform Commercial Code as the hereiciary may require and to pay for limin same in the proper public othics or otheca, as well as the cost of all lien searches made properly public othics or otheca, as well as the cost of all lien searches made presented to the pay for limin same in the beneficiary may require and cost of all lien searches made by this public othics or searching agencies as may be deemed desirable by the beneficiary.

In To provide and continuously maintain insurance on the buildings and much other hazards as the beneficiary may from time to time require in an amount role less than \$2 Lb. less in the continuously the continuously may from time to time require in an amount role less than \$2 Lb. less in the continuously with loss payable to the latter all continuously and insurance that the delivered to the beneficiary with loss payable to the latter all policies of insurance that the delivered to the beneficiary at less thirteen days prior to the latter all the state of policies on the beneficiary at less thirteen days prior to the beneficiary of consumers now on becaute placed on any new theorem and procure any such insurance and to it the state and prior of consumers now on becaute placed on any new thereof, may procure the sames at grantor's experse. The amount the beneficiary are consumers now on becaute placed on one of the beneficiary and in such order on beneficiary into the procure any included the season of beneficiary the entire amount on collected, or may determine, or at opposition of beneficiary the entire amount on collected.

5. To keep and preserves the from construction forms and to pay all route of the property before any part of wach farmed or invalidate any and thereion and the season the season that the season the property before any part of wach farmed or invalidate or motion the season that the property before any part of wach farmed and to the payment of the payment of the payment, beneficiary is bruild the frant

It is multivally agreed that:

4. In the event that any portion or all of said property shall be taken
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morphism to such taking, which are in excess of the amount required
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formers to increase of this reconveyances, for cancellation), without altesting
for about the such and present soon of the indebtedness, trustee may
inability of any person for the payment of any property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without arranty, all or any part of the property. The frame of the property of the pro

proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and 13. After the trustee has commenced foreclosure by advertisement and sale, the density of any other person so privileged by ORS 86.753, may cure the delault or any other person so privileged by ORS 86.753, may cure the delault or defaults. It the default consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure of the the default that is capable of the thing stone or trust deed. In any case, in addition to curing the default obligation or trust deed. In any case, in addition to curing the default of the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs defaults with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time of the cure of the date and at the date and at the date and at the cure of th

together with truste's and attorney's fees not exceeding the amounts provided by law.

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 provided by law. The trustee may sell said property either in one parcel or in selected by law. The trustee may sell said property said in one parcel or in selected for cash, payable at the time sale. Truste auction to the highest prochaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so soin the deed of any matters of lact shall be conclusive proof of the trusteness thereof. Any person, excluding the trustee, but including the frantor had beneficiary, may purchase at the sale. provided herein, trustee shall asly the proceeds of sale to payment of reasonable charge by trustee shall asly the proceeds of sale to payment of reasonable charge by trustee staturney, (2) to the obligation secured the trust deed, (3) to all persons attorney, (2) to the obligation secured the trust deed, (3) to all persons attorney, (2) to the obligation secured interest of 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 successors to easy trustee passed by trustee passed by trustee passed by trustee passed by trusteen as the passed by trusteen as the passed by the processor of successors to easy trustee passed by the middle passed by the processor of successors to easy trusteen assets the same trusteen as appoint a successor or successors to easy trusteen assets the same t

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor successor trustee appointed herein or to any successor trustee appointed herein and without conveyance to the successor trustee. He latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and exhowledged 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 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 Air promotes that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or the United States, a title Insurance company authorized to insure title to real property and load association purposed to do business under the lows of Oregon or the United States, a title Insurance company authorized to insure title to real property and load association purposed to do business under the loves of Oregon or the United States or any agency thereof, or an excrow agent licensed under ORS 696,505 to 696,585.

	44.40
Studies (Single High telephone against a graphs that he management	A construction of the contract
fully seized in fee simple of said described real pri	with the beneficiary and those claiming under him, that he is law operty and has a valid, unencumbered title thereto
and that he will warrant and forever defend the	same against all persons whomsoever.
(b) for an organization, or (even if grantor is a national state of the deed applies to, inures to the benefit of and bis personal representatives accounts and animal representatives.	ural person) are for business or commercial purposes. nds all parties hereto, their heirs, legatees, devisees, administrators, executor
gender includes the feminine and the neuter, and the singula	r number includes the plural.
* IMPORTANT NIOTICE: Delete, by fining out which we	as hereunto set his hand the day and year first above written.
net applicable; if warranty [a] Is applicable and the beneficiary is as such werd in defined in the Truth-in-Landing Act and Regular beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319, or if compliance with the Act is not required, disregard this notice.	tion Z, the Aller of Siller
(lift the signer of the above is a corporation, use the form of advanced against appeals.)	 The state of the s
STATE OF OREGON,	STATE OF OREGON,
County of Klamath This instrument was acknowledged before me on March 35 1988, by	County of
Joseph A. Sibernagel and Teresa L. Sibernagel	19 , by as of
Mandaa Gandoa ha Notary Public for Oregon	
(SEAL) B Ny consussion expires: 7-33-99	Notary Public for Oregon My commission expires: (SEAL
C 0 = 0 C	
	T FOR FULL RECONVEYANCE y when obligations have been paid.
70:	Trustee to the state of the sta
"The week there there is y part and satisfied, I of hereby at	ndebtedness secured by the foregoing trust deed. All sums secured by said edirected, on payment to you of any sums owing to you under the terms of
herewith together with said trust deed) and to reconvey, with	ces of indebtedness secured by said trust deed (which are delivered to you out warranty, to the parties designated by the terms of said trust deed the and documents to
DATED:	inglieri Turk to-bring gang digi syasar in milili digiri si na agiri daya sa ba bang sa magalaran Turk tang digiri da na magalaran magalaran magalaran magalaran magalaran magalaran magalaran magalaran magalar
Do not hop me destroy this Years David the ties serves which to	Beneficiary
ore over our interior of the right which it secures.	Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON

STEVENS RESE LAW PUB CO. POSTLAND DAK.		
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	effective easy of a first passage growth	e 1
Agramentary repairs	Teresa L. Silbernagel	
	Miriam G. Kerr	sec
	J. Harvey Brannan	giri Liga
	Rosmond A. Brannen Baneliciary	
AF	TER RECORDING RETURN TO	<u> </u>

,600, Main Street Klamath Falls, Oregon 9760

SPACE RESERVED RECORDER'S USE

Fee: \$10.00

I certify that the within instrument was received for record on the ... 30thday of March ,19 88, at 3:17 o'clock P M, and recorded in book/reel/volume No. M88 on page 4439 or as fee/file/instrument/microfilm/reception No. 85759..., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Am Smith Depu