TEVENS-NESS LAW PUBLISHING CO.. I 86675 6517 🛞 Trust Deed Series-TRUST DEED Vol. m88 Page TRUST DEED 1 19 88 between KEAWEST CHEED, made this STO Conforday of the as Grantor ASPEN TITLE & ESCROW, INC. JOIN M. MCELAATH AM MARILYN JEAN ULGINATH, LLS LIFE .., as Trustee, and Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, LOT 6 MM LOT &, BLOCK SO. WILKOD KUER PARK 4th DODITION. KLAMPRET COUNTY, UNECON 31 together with all and singular the tenersents, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter apportaining, and the rents, issues and profits thereof and all lixtures 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 borne interview of the date herewith, payable to beneficiary or order and nade by grantor, the linal payment of principal and interest hereot, if note of even date herewith, payable to beneficiary or order and nade by grantor, the linal payment of principal and interest hereot, if note 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. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be beneficiary of all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the here beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the above described real property is not currently used for agricultural, timber or grazing purposes.
 To protect the security of this trust deed, grantor agrees:

 (a) generat to the making of any map or plat of said property; (b) join in

 $r \sim$ stal, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any parament or creating any restriction thereon; (c) join in any parament affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereoit; (d) reconvey, without warranty, all or any part of the property. The thereoit; (d) reconvey, without warranty, all or any part of the property. The thereoit; (d) reconvey and the recitals therein of any matters or lacts shall be not leave a stall be property of any of the truthfulness thereon. Trustee's lees for any of the conclusive procise of the truthfulness therein or best fast or any security for printed by a court; and without regard to the adequacy of any security for printe bidedness hereby secured, enter upon and take possession of said property is subording those past due and unpaid, and apply the same rest, so upon any indebtedness secured hereby, and in such order as benever, is lees upon any indebtedness secured hereby, and in such order as benever, is any enterning upon and taking possession of said property, the collection of such rents, issues and prolits, or release thereoit as aloresaid, shall not cure or property, and the application or release thereoit as aloresaid, shall not cure or purputs, and the application or release thereoit as aloresaid, shall not cure or invalidate any act done ware any delault or notice of delault hereunder or invalidate any act done wave any delault or insite.
12. Upon delault by grantor in The above described real property is not currently used for agricul To protect the security of this trust deed, granter agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon; and repair; not to restore promptly and in good and workmanlike 2. To complete or restore promptly and in good and workmanlike destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor, is To complete with all laws, ordinances, regulations, covenants, condi-tions and restrictions allecting said property; if the beneficiary so requests, to thous and restrictions allecting may require and to pay for libing same in the cial Code as the beneficiary may require and to pay for libing same in the cial Code as the beneficies, as well as the cost of all lien searches made proper public offices or vertices as may be deemed desirable by the by thing officers or searching agencies as may be deemed desirable by the beneficiary. <text><text><text><text><text><text><text> ----waive any default or notice of default hereunder or invalidate any net done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment hereunder, the beneficiary may hereby or in his performance of any afterment herein the twister of the trust deed event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortdake or direct the truster to foreclose this trust deed in equity as a nortdake or be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured in thereof as then required hy law and proceed to foreclose this trust deed in thereof as then required in ORS 86.740 to 56.795. 13. Should the beneficiary elect to foreclose by advertisement and sale then after default at my time prior to five days before the date set by the then after default at my time prior to five days before the fault deed and thu twely, the entire amount then due under the terms of the trust deed in the twely, the entire amount then due under the terms of the trust deed and thu twely, the entire amount then due under the terms of the trust deed and thus the terms of the obligation and truster's and attorney's less not er-enforcing the terms of the obligation and truster's and attorney's less not er-enforcing the terms of the obligation and truster's and thereby cure cipai as would not then be d the default, in which event all foreclosure proceedings chall be dismissed, by the trustee. A Otherwise, the sale shall be held on the date for it at the circo and 14. Otherwise, the sale shall be held on the date for it at the circo and place designated in the notice of sale or the time to which und sale may place designated in the notice of sale or the time to which und sale may he postponed as provided by law. The trustee may sell and perperty withe auction to the highest bilder for cash, payable at the tore of sale. Trustee auction to the highest bilder for cash, payable at the tore of sale. Trustee shall defirer to sold, but without, any corenant or warran, repress of the property will be deted of any matters of fact shall be conclusive proof of the truthulmess thread. Any person, excluding the trustee, but including the former to the but the sale to payment of the power provide herein, trustee shall define the conce of sale to payment of the power provide herein, trustee of the truthulmess thereot. Any person, excluding the trustee, but including the former trustee sells pursuant to the powers provide herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-shall apply the proceeds of the trustee and a reasonable charke by trustee's cluding the compensation of the truste of the trust deed, (3) the the sale and proceeds of the oblightion secured by the trust deed, (3) the the proceeds of the baving 'recorded lines subsequent to the order of their priority and (4) the suplus. If any, to the family or to his successer in interest entitled to such suplus. surplus, it any, to the granter or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneticiary may from time to the appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without provers and duties conferred upon any trustee herein named or problem interesting the successor trustee, the latter shall be vested with all fille, conveyance to the successor trustee, the latter shall be vested with all fille, powers and duties conferred upon any trustee herein named or problem hereinder, executed by beneficiary, containing reference to this trust deed instrument, executed by beneficiary, containing reference to this trust deed left to record, which, when record in which the property is situated. Clerk to Recorder of the county or counties in which the property is situated. IT, Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. Trustee is not oblighted to notify any party hereto of proveding in which stranter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the trustee belevander must be either an attorney, 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 of the United States, a title insurance rampany 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 696.505.

551R 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 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 frust deed are: (a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes. This deal applies to incress to the benefit of and hinds all parties hereto, their fields begatees tors, personal representatives, successors and assigns. The term beneficiary shall from the holder that contract secured hereby, whether or not named as a beneficiary herein. In construing this field and the masculine gender includes the terminine and the neuter, and the singular number includes the participation. devisees, administrators, execu wher, including piedfor the wer the context so requires, the IN WITNESS WHEREOF, said grantor has hereunto set h/s hand th ar lirst above written * IMPORTANT NOTICE: Delete, by lining out, whichever warraniy (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation 2, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. No.4 REALIEST THE W.V Troll 5 5 5 4. F lif the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON, L'ALTINIA CALIFORNIA STATE OF OWEDEN, County of LUS ANGELES) ss. County of Personally appeared W.V. TROPP . . , 19 RESIDENT Personally appeared the above named duly sworn, did say that the former is the ... president and that the latter is the secretary of REALVEST INC. a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behall of said corporation by authority of its bosrd of directors; and the of them acknowledged said instrument to be its voluntary act and deed. Before me: Notary Public for Oregon Notary Public for Oregon Notary Public for Oregon and acknowledged the foregoing instruman: le be Belore me: PATRICIA A. PAGANELL Notary Public-California (OFFICIAL SEAL) Notary Public for Oregon LOS ANGELASFROWNTY 200 SEAL) My Comm. Exp. Nov. 24, 1991 My commission expires: 大的是 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. TO:, Trusiee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 byfyou under the same, Mail reconveyance and documents to DATED: Beneficiary Do not loss or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON. ss. County ofKlamath (FORM No. 531) I certify that the within instrument was received for record on the ... 25. thay of <u>April</u>, 19.88., at <u>12:70</u> o'clock <u>P.M.</u>, and recorded April , 19.88. in book/reel/volume No.MS8_____ on SPACE RESERVED Grantor FOR RECORDER'S USE ment/miczofilm/reception No....8667.5., Record of Mortgages of said County. Witness my hand and seal of Eeneficiary County affixed. AFTER RECORDING RETURN TO J. M. MC ELRATH Evelyn Biehn, County Glerk P. O. Box 221 KilschDeputy ARIVACA, AZ 85601 Dernetha Bv Fee \$10.00 AL PAN