HSPER 32402 Vol. m88 Page ASPEN 32402 89130 (AR THIS TRUST DEED, made this April 23 19 . between _ day of _ Author HAMESTERSE Dolones A threester tus - to Grantor ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. -using analytic in the section section and and and section with SSETH: The institution of sale, the property in KLAMATH and to assist any intervocably grants, bargails, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH country, ORECON described must all cale to be about being the set of the set of the set of sale. COUNTY, OREGON, described as: netting mode tail long bun voluant bund and the ottrubient and rainers buy strategies and a second str of Tract 1184 Oregon Shores-Unit 2: 1st Addition as shown on the map filed on November 8. 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. Int And insertion of the constant of the princip If you did not recease a "converte Scient Breaked (Braugh) in the vilou and regulations of the Offnee of Internate Land Sales Registration, D.S. Derection is as the set Development, in a super of your signing the contract of agreement, this contract or agreement may be reacted as your or bottom tract your from the date of signing. A (c) to (b) through severality is a antil as the d SULCA TRATECTORY and collect a start straight of the selection of (b) through the selection of (b) through the selection of (c) the selection of the selec 2.5.5.55 anneanna a' canainn an le margin at 193 Catalana ann an san ta tao 193 an ngal (ChO) المراجع المراجع المرجع الم to the second 3-2 Together with all and singular the tenements, hereditaments and appurtenances and all other rights theream to belonging or in anywise now or hereafter appertaining, and the rents, issues and profits, thereof and all fixtures now or hereafter atlached 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 <u>Elluch</u> 4110-850-9 FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of <u>Elluch</u> 4110-850-9 Source Hurster of the sum of beneficiary or order and made by grantor, the final payment of principal and interest hereof. if not souner paid, to be due and payable in the sound of the sound _120-0

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of soid note becomes due and payable. In the event the white consent or approach the energy interest therein is sold agreed to be soid, conveyed, sesting of a alienated by the granicor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes
 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:

 To protect, preserve and maintain said property in good condition and repair, or to romove or demolish any building or improvement which may be constructed, damaged or destroyed hereron, and pay when due all costs incurred therefor.
 To complete or settore promptly and in good and workmantike manner any building or improvement. which may be constructed, damaged or destroyed hereron, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and in good and workmantike manner any building or improvement. Which may be constructed, damaged or destroyed hereron, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and in good and workmantike manner any well as the cost of all lien searcher made by filing officers or searching genetics as may be ableficiary.
 To provide and continuously maintain insurance on the buildings now or hereficiary at least procure any such insurance and to deliver satio policy of insurance enable be delived application of any indebted nests product on the expiration of any procure the same all grantor's expense of particular different ags prior to the expiration of any free same at grantor's expense of part with loss payable to the latter: all poling of insurance part by be deficiary upon any indebted nests secured herefor any attemption or same at grantor's expense of part derived and to deliver satio part or such anotics of default hereinder or invalidate any act done given any indebted nests secured herefor any thereo, may be derived and to deliver satio poli

Image determines, or all optimits of grantics. Such applications or release shall not cure or part thereof, may be released to grantics. Such applications or release shall not cure or twaive any default or notice of default hereinder or invalidate any act done pursuant 1: "5. To keep said produces that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said assessments and other charges showing that easy assessments and other charges become past properly delinquent and promptly deliver receipts therefor to beneficiary; should the due of delinquent and promptly deliver receipts therefor to beneficiary; should the due of delinquent and promptly deliver receipts therefor to beneficiary; should the due of delinquent and promptly deliver receipts therefor to beneficiary; should the due of delinquent and promptly deliver receipts therefor to beneficiary; should the due of delinquent and promptly deliver receipts therefor the payment or by providing beneficiary with junds with which; to make such payment, beneficiary may, at its option, make payment thereof, and the amount so pial, with interest at thereof and forth in the note secured hereby, together with the obligations art of the debt paragraphs 6 and 7 of this trust deed shall be added to analyze from breach of any of the covenants hereof and for such paymentor, shall be bound to the same extent that hereinbefore described, as well at of the obligation herein described, and all such they are bound for mediately due and payable and constitute a breach of this trust deed with the obligation. If (O = 0.516) (O = 0.516) are trusted incurred in connection with this obligation. If O = 0.516, O = 0.516, the trust endured by this trust deed immediately due and payable and constitute a breach of this trust deed. To pay all costs, fees and expenses of the trustee incurred in connection with this obligation. If O = 0.556, O = 0.516, T = 0.576, T = 0.576, T = 0.566, T = 0.566, T =

Appellate court if an appear is taken. It is multihally agreed that: It is multihally agreed that is any portion of the momiler payable as compensation in much posterior and attorney's fees where said of the amount required to pay all reasonable contri-ing the indebiedness is secured by beneficiary in such proceedings, and the balance increased paid or increations and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary is request. 9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note of endorsement in person for the payment of the indebiedness, trustee may (a) consent to ine making of any map or plat of said property. (b) join in granting any easement or creating any MISLAL TYLOYAL

Evelyn Richn

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restriction thereon: [c] join in any subordination or other agreement affecting this deed or, the lieu or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally outiled thereto, there of any matters or facts shall be conclusive proof of the truth almess thereoi, Trustee's fees for any of the services mentioned in this paragraph shall be grantor hereunder, beneficiary may at any time with 10. Upon any driatit by grantor hereunder, beneficiary may at any time with due notice, either in person, bug of any security for the indebtedness hereby secured, without regard to the adequacy of any security for any part thereoj, in its own name enter upon and take postestion on the state and profits, including those past due and supplid, and apply the state tory's resorts and expenses of operation and collection, including reasonable attory's fees subject to paragraph 7 hereof upon any including reasonable attory's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

²⁴ indebiedness secured hereby, in such order as beneficiary may determine.
²⁵ 113. 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 release thereof as a foresaid, shall not cure on such rents, issues and profits, or the proceeds of fire and other insurance policies or notice of default thereinder or invalidate any act done purchases secured hereby or 12. Upon default by grantor in payment of hub particultural, timber or grassing there or an adverted thereby or the proceeds of the proceeds of the property, and the secured hereby inmediately due and for agricultural, timber or grasing purposes, described real property is currently used for agregation may because this rust deed in equity, as a morrage in the beneficiary may proceed to foreclose this trust deed in equity, as a morrage in the anter provided by law for angle foreclosures. However, if said real property the activity and the astericitary instant deal property as a sub rest. The state shall esecure a described real property to the attribute event the heneficiary or the trust deed to secure of a sole and property is a sub rest. The secure is a secure and the property is currently used for agree foreclosures. However, if said real property the manner provided by law for angle of foreclosures there were, if said and property the anter event is also beneficiary at the election of a secure of a secure at a secure a divertisement and said bring the activity as a morrage in a divertisement and and the attribute event he heneficiary or the truste estall esecution and the attribute of said into a secure of a secure of a secure of a secure of the property to saids by the biligations secured hereofs at the required by other the and place of sale, give notice thereof as then required by mass and proceed to foreclose this trust deed in the manner provided in ORS [86, 740 to 86, 752.

law, and proceed to foreclose this trust deed in the manner provided in ORS/886.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee state. It is grant or other persons ap privileged by ORS 86.760, may pay to trustee state, the grant or other persons ap privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due, the beneficiary or his successors in interest, respectively, the entire amount then due, and expenses actually incurred in enforcing the terms of the obligation and trustees and atomey's fees not exceeding S50 each) other than successorin of the principal as would not then be due had no default occurred, and thereby cure the default. In which even tall foreclosure proceedings shall be distinized by the trustee. 14. Otherwise; the sale shall be held on the date and at the time and place parcel. or in separate parcels and shall sell line, parcel or parcels at auction to the parcels or the sale shall at the time of sale. Trustee shall deliver to the prochaser its deed in form as required by law conveying the property on sold, but without early covennot or warranty, express or fungied. The results may person, and entire default sufficiency of fact shall be conclusive, proof of the trustfulness intereof, may person, matters of fact shall be conclusive for of the sufficiency, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall

purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters of fact shall be conclusive, proof of the truthfulness litereof. Any person excluding the trustee, but including the grantur and beneficiary, may purchase at the sole. 15. When trustee, sells pursuant to the powers provided herein, trustee that apply the proceeds of sole to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's ationnew (2) of the compensation of the instee and a reasonable charge by trustee's ationnew (2) of the poperty in the order of their priority and (4) the surplus, (f any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reaswn permitted by law benefit and without conveyance to the successor or successor to low any trustee homeful, and without conveyance to the successor trustee, the latter shall be vested of herein, the successor trustee successor in successor to both and the powers and when the conveyance to the successor trustee, the latter shall be vested where, Each such appoint and substitution shall be made bd and the become excessed by beneficiary, containing thereas of this trust elevel and and in the courser or contexts in which the office of the conclusive proof of proper appointment of the successor trustee.

projectly is smalled, such this trust when this deed, duly executed and acknowledged 17. Trustne 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 hereto of pending sale under any other deed of trust or of any action or proceeding in which granton, beneficiary or trustee shall be a party unless such action or proceeding is brought by 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

NOTE: The Trust Deed Act provides that the trustee hereunder 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 or the United States, a title insurance company authorized to insure title to real Uniproperty of this state, its subsidiaries, affiliates, agents or branches, or the United States of any agency thereof.

and that he will warrant and forever, defend the same against all persons whomsoever 10923 01.102 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, household or agricultural purposes (see Important Notice below); (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural V1642 -Purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the signing of the contract or agreement. If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice. 17 18-4 3. 21-5 2. - 1 STATE OF HAWAII, COUNTY OF Honolulu SS. <u>May 06, 1988</u> On the undersigned, a Notary Public in and for said County and State, before me. personally appeared ____ Romy C. Pell known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly FOR NOTARY SEAL OR STAMP sworn, deposed and said: That <u>he</u> resides at <u>1907 Nuna P1, Honolulu, HI</u> n he that: he was present and saw <u>Arthur</u> and Dolores A. <u>Hameister</u> Arthur H. Hamelster, Jr. personally known to <u>him</u> to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed <u>their</u> name thereto as a witness to said execution Kolu IR. Clt Signature ____ STAT To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Trustee the undersigned is the legal owner and nonser of an incentencess secured by the toregoing this deed, an easily secured by secure the terms of terms of the terms of the terms of terms of the terms of terms of the terms of terms trust deed nave been tuily 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 DATED. . 19 le not lose or destroy this Trust Deed OR THE NOTE which it secures Both must be delivered to the truster for concellation before reconvergance will be mu TRUST DEED or es te Mad av STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the 12 day of July ..., 1988 at 11:09 o'clock A. M., and recorded in book M88 on page 10922 Grantor SPACE RESERVED or as file/reel number Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO and in Caper and and that which receives nunle secone for enclosed and dass tais o Evelyn Biehn Standie bolinie war dinnie august dennes and tar County Clerk Version of state to the test of the second s Conservations and the service of the Fee \$13.00 B Cauline Mullerday Deputy