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ASpen 32401 Inversionally and TRUST DEED POL SHITTEN VOL mg8 Page 10925 27 th day of THIS TRUST DEED, made this APRIL ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. between as Grantor will was realised, which which with the statistic set with the the transmitted of realistic of realistic set and all to Grantor, irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as the other in the state of the Lot ______ in Block ______ 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. dandesathe to the new off the pallegi B you did not receive a Grepely Septet proparal bureant for the miss and be full the of the OMEC of Interaste Land Sales Registration F.S. Department of Uniting and Union Developments in addice of your syntagethe Chirise of Salesment, this contine of agreement may be revoked at your option for two years, shour the diet of subtlife. tali ich to lep ginerson tekatika, der enlad och siele Exiten tekategonar-bathers's at the fitsefit all the algorithm at a state Exitence in elements tali 2 nemetigen teo izza pribestendent och at brutte il brow dur ta Betupat gidder och elitetagaitum ta, all dar vieres Talis versioned elitetari högetig. Saturist in ta all dar vieres Talis versioned eliten dit högetig. Saturist in ta all tite prioritmes il alterative J'X Guo H Maria MILLERED EN and we are a second and a second s Web to Same There was a strategic and NG ARAYS \$3 4.8 together with all and singular the tenements, hereditaments and appartenances and all other rights therecunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attacked 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 THE PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THE PERFORMANCE of cach agreement of grantor herein contained and payment of the sum of FOUR HUNDRED SIXTY FUR Gollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to

beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sounce paid, to be due and payable UUMS 30 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final instalment of sold note becomes due and payable. In the event is blacked, the written consent or any part thereof, or any biterest therein is sold agreed to be sold, discovered to be sold as a consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, it respective of the maturity dates are therein, or herein, shall become immediately due and payable. The sold agreed to be sold.

A standard of maintains of me even secure a op mis misrimment is the date, stated above, on which oblighted the written consent or approval of the beneficiary. Then, at the beneficiary's option, at the beneficiary's option option option, at the beneficiary's option option, at the beneficiary's option option option option, and the option optio

-March as well as the other costs and expenses of the trustee incurred in connection.
7. To appear in and defend any action or proceeding purporting to affect the proceeding in which the beneficiary or trustee; and in any buil, action receiver and in any buil, action receiver and in any built action reproceeding in which the beneficiary or trustee and in any built, action reproceeding in which the beneficiary or trustee incurred in connection, between the beneficiary or trustee and in any built, action reproceeding in which the beneficiary or trustee incurred in the set in the beneficiary or trustee incurred in the set in the prevailed by the trustee atomy of the set in the prevailed by the trustee atomy of the set in the prevailing party shall be the set in the paragraph T in all cases shall be fixed by the trust or by the set in the prevailed by the trustee incurred or by the set in the prevailed by the trustee incurred in the atomy or all of said property shall be taken under the set in the paragraph T in all cases shall be fixed by the trust end atomic or all of said property shall be taken under the require that any portion of the monits payable as connensation for such taking, which are in the condemnation, beneficiary, thall have the right, if it so truck is atomic required to a pay of the anount required to pay all resonable courts, expense and intorner secrets of the amount required by the secret of the secret by the state be and developed to be the secret by beneficiary and applied by its first upon any reasonable on the secret by the secret by the state and appendent to be secret by the state and any portion of the amount required by the secret by the secret by the secret by the state and appendent courts of the secret by the sec

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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 part of the property. The grantee in any reconveyance may be dwarranty, all or any part of persons legally entitled thereto, "and the recitalis therein of any matters or facts shall mentioned in this paragraph shall be not less than 53. To. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in preson, by agent or by a receiver to be uppointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, sue or otherwise collect the rents, issues and profits, including those past due and unpuld, and apply the same, less costs and expenses of operation and collection, including "reasonable" attorney's fees subject to paragraphic there.

All of the entering upon and taking possession of said property, the collection of such rents issues and profits, or the proceeds of dimage of the property, and the splication or release thereof as doresaid, shall not be produced by the property of the property, and the application or release thereof as doresaid, shall not be produced by the property of the property, and the notice of default hereinder or invalidate any act do not care or waves any default or notice of default hereinder or invalidate any act do not care or waves any default or notice of default hereinder or invalidate any act do not care or wave any default or notice of default hereinder or invalidate any act do not produce the to the the second to such notice.
 12. Upon default by grantor in payment of any metabations may default or the beneficiary may proceed to foreclose this trust ided in equility said puppose, the beneficiary and the care of any agreement hereinder, the beneficiary may area and payable. In mach and the property is currently used fore agricultural, timber or and the property is currently used fore agricultural, timber or and the property is a mortigage foreclose this trust ided in equility said proposes his the set of the relative tail property. In the beneficiary or the trustee to foreclose this trust deed in equity the all property to satisfy the obligations secured hereby, minetable and back of described real property to satisfy the obligations secured hereby. There and place of said, give notice thereby on the equiption to satisfy the obligations secured hereby. The same and place of said, give notice thereby of the property to satisfy the obligations secured hereby. The same and place of said, give notice thereby of the move and the time and place of said, give notice thereof as then required by the same of the second of the the time and place of said. The many second hore and the time and place of the many second hore and the time and place of the many second hore anot an original to the there

described real property to satisfy nonce of aefault and his election to sell the said trustee shall fix the imme and place of sale, give notice thereof, as then required by law, and proceed to proceed so proceeds a start of the satisfy and the satisfy and proceed to RS186, 700 to 86, 793. 13. Should the beneficiary elect to foreclose by advertisement and sale then 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 rustee's and expenses actually incurred in enforcing the terms of the obligation and the principal when 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 trustee's and atomey's fees not exceeding 50 each) other than such portion of the principal when even all foreclosure proceedings shall be dismissed by the trustee. designated in the notice of sale. The trustee and at thereby cure the default, in "14". Otherwise, the sale shall be held 'on the date and at the 'time and place designated in the notice of sale. The trustee any sell said property either in one parcet or in separate parcels and shall sell the parcel of parcels at auction 10 the highest bidder for cash, ispayable at the time of sale. Thuse estills there of all of the dot of years the prince of sale. There estills there of add of the date of of the sale is not supressor in the induce start by any conversing the property so sold, but without any covenant or warronty, express or inplical. The resides the the ded of any maintees of fact shall be conclusive proof of the trustlee simil. deded of paron, sale dot the trustee, elit auctions to the powers provided herein, trustee shall whit the trustee, elit auctions to the powers provided herein, trustee shall.

excluding the trustee, but including the granitor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the subsequent to the interest of the trustee (3) to all persons having recorded liens supper in the order of their priority and (a) to all persons having recorded liens appear in the order of their priority of (a) to all persons having recorded liens appear in the order of their priority of (a) to all persons having recorded liens appear in the order of their priority of (a) to all persons having recorded liens appear in the order of their priority of (a) to all persons having recorded liens appear in the order of their priority of (a) the surplus. If any, to the grantor or to 16. For any reason permitted by law beneficiary may from time to time appoint a successor trustee, the latter shall be vested wind, and without conveyance to the support of this trustee herein ande of appointed herein of to any successor trustee successor trustee, the latter shall be vested wind, and without conveyance to the substitution shall be made by written instrument executed by beneficiary, containing office of the County Clerk or Recorder of record, which, when recorded in the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

fruitee. 12. Trustee accept this trust when this deed, duly executed and acknowledged is made a public record as provided by New. 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 grantor, 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 property of this state, its subsidiaries, affiliates, agents or branches, or the United States of any agency thereof.

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and that he will warrant and forever defend the same against all persons whomsoever THIS TRUST DEED, made the 27 45 (a) primarily, for grantors, personal, family, household, or adriguitaral, purposes (see important Notice below); if if it is a natural person) are for business or commercial purposes other, than agricultural (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes, other, than agricultural person) are for business or commercial purposes, other, than agricultural person are for business or commercial purposes, other, than agricultural person are for business or commercial purposes, other, than agricultural person are for business or commercial purposes, other, than agricultural person are for business or commercial purposes. purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-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 tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary herein. In construing this deed and whenever the context so requires, the contract secured hereby which ere of not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whitten MODISIC (TMUC) IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. And my for the policy of an end of a sector of a present of sale by notice to the sector of a sector of a sector of a sector of the sect 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. signing of the contract or agreement. * Pomie monida * Baby ann H. Morrida Nitmessos by Pole Helt * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (c) or (b) is not applicable; if warranty (c) 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. SS. STATE OF HAWAII, Honolulu COUNTY OF. On <u>May 06, 1988</u> before me, the undersigned, a Notary Public in and for said County and State, FOR NOTARY SEAL OR STAMP personally appeared <u>Robert B. Cloutier</u> Υ. known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly <u>___</u> sworn, deposed and said: That he resides at 1907 Nuna Pl., Honolulu, HI ; that C <u>Ronnie A. Movida</u> was present and saw _ and Baby Ann M. Movida 3 in, and whose name is subscribed to the within and annexed personally known to _ name thereto as a witness to said execution. anger Signature _ Tak To be used only when obligations have been paid, of hite The undersigned is the legal owner, and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Trustee 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 TO 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 estates now held by you under the same Mail reconveyance and documents to the true steed in the man DATED: Beneficiary Constant of the first of the first Deed OR THE NOTE which it receives. Both must be delivered to the first of concellation before reconceptate will be made a start of the first of the fir STATE OF OREGON 85. hament hudden for an TRUST DEED on patient of our of the and and the and Klamath County of I certify that the within instru-601 601 1935552 ment was received for record on the 12 day of July 1988 atl1:09 o'clock A. M. and recorded in book M88 on page 10925 1991 AGANGOS ant in inch the powers prosidied herein number theil 12.100 or as file/reel number 89132 at Wate Record of Mortgages of said County. Grantor SPACE RESERVED Witness my hand and seal of FOR Sam RECORDER'S USE County affixed. wer Beneficiar nimits seatt tan antificing oil due can Evelyn. Blehn Sec. 12.2. 1 AFTER RECORDING RETURN TO of said the sain or Act ellution of a late the sound a later Title ofston (2001) paradimentant line e she has string. Clerk. Feel3:00 Beauline Mullenolse Deputy vancours that Sand a way had success and the same

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	To the best of my knowledge due to the cause(s) stated 21a (Signature) =- NAME, TITLE AND ADDRE 21d Dave Seele	denti obuires a the line of a and place and the transformer and the line of a set of the set of th	210 4/15 /Suite 611 - Kla	HOUR OF DI	атн : <u>25 Р. м</u>
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YES	HUGPTIAL REPRESENTATIVE	6			45-2 Nov. 6.4
leturn T	U; K1,154	后し, S.IS A TRUE, FULL AND CORRECT	COPY OF THE ORIGINAL C	ERTIFICATE ON FILE IN	and the second
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filed for record at for <u>July</u>	request of A.D., 19 	<u>Klamath County Ti</u> 9 <u>88 at 12:07</u> oc Deeds	tle Co. lock <u>P. M.,</u> and du on Page <u>109</u> Evelyn Biehn	the <u>12th</u> 11y recorded in Vol 27	Ua

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