

OT 89743

KINSHIP EST. OF 24001

Box 307

THIS TRUST DEED, made this

Lupe A. Brown also known as Lupe Miller

**TRUST DEED**

12th day of July

Vol. ms Page 10942

1988, between

as Grantor,

Motor Investment Company

Klamath County Title Company, as Trustee and

as Beneficiary,

Ymbo W. Whist

WITNESSETH

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

"SEE EXHIBIT A"

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto now or hereafter appertaining, and the rents, issues and profits thereof, together with the right of redemption 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 Eighteen Thousand Seven Hundred Ninety and 18/100 - - -

note of even date herewith, payable to beneficiary or order and made, by grantor, with interest thereon according to the terms of a promissory note dated June 30, 1968, in the sum of \$100.00, principal and payment of the same to be due and payable on or before June 30, 1970.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor 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 of the debt, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, destroyed thereon, and pay when due the cost of such construction.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to file in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed necessary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time determine for an amount not less than \$ \_\_\_\_\_.

an amount not less than \$\_\_\_\_\_. The beneficiary may from time to time require, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days before the expiration of any policy, the beneficiary shall be entitled to the proceeds of such policy.

tion of any policy of insurance now or hereafter placed on said buildings, collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as may determine, or at option of beneficiary.

5. To keep said premises free from

es, assessments and other charges that may be levied or assessed upon or  
granted before any part of such taxes, assessments and other  
beneficiary, should the grantor fail to make payment therefor.

...grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note hereby, together with the obligations of the note set forth in the note.

granting any easement or creating any 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 to grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's name and services mentioned in this deed shall be the name and services of the trustee.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security, cause the indebtedness hereby secured, or any part thereof, to be sold or

any or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less its fees upon any indebtedness secured hereunder, including reasonable attorney's fees may determine.

11. 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 awards for any damage to said property, and the application of the proceeds of any such insurance, compensation or awards for any debt or liability of said beneficiary may determine.

property, and the application or awards for any taking or damage of the above any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness hereby or in his performance of any other obligation herein provided, the

or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed as to the equity as a mortgage or direct the trustee to do so.

advertisement and sale, or may direct the trustee to foreclose this trust deed by power of sale, either at law or in equity, which the beneficiary may have. In the event the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and his election to sell the property to satisfy the obligation secured hereby, the beneficiary shall proceed to foreclose this trust deed by power of sale, either at law or in equity, which the beneficiary may have.

13. After the trustee has commenced a foreclosure sale of the property to satisfy the obligation secured hereby and his election to sell the said described real property at the time and place of sale, give notice thereof whereupon the trustee shall proceed to foreclose this trust deed in the manner as then required by law and provided in ORS 86.735 to

and at any time prior to 5 days before the date the trustee conducts the default or defaults. If the default consists of a failure to pay, when due, any amount due at the time secured by the trust deed, the default may be

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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

biological or the like, his employment, appointment, assignment, power, or other interest in or upon the property of the grantor, and that he is law-  
fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-  
fully 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 trust deed are:  
(a) primarily for grantor's personal, family or household purposes (see Important Notice below).  
(b) for an organization, or even if grantor is a natural person, for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,  
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 feminine 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.

A. Lope Brown  
Lope Miller

STATE OF OREGON, ss.  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
19\_\_\_\_, by \_\_\_\_\_

Notary Public for Oregon  
(SEAL) \_\_\_\_\_

My commission expires: 11/16/90

REQUEST FOR FULL RECONVEYANCE  
To be used only when obligations have been paid.

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 by you under the same. Mail reconveyance and documents, to \_\_\_\_\_

DATED: \_\_\_\_\_ 19\_\_\_\_

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED		STATE OF OREGON, ss.	
(FORM No. 881)		County of _____	
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		I certify that the within instrument	
10. Lupe A. Brown AKA		was received for record on the _____ day	
11. Lupe A. Miller		of _____ at _____ o'clock _____ M., and recorded	
Grantor		in book/reel/volume No. _____ on	
Motor Investment Company		page _____ or as fee/file/instru-	
Beneficiary		ment/microfilm/reception No. _____	
After Recording Return to:		Record of Mortgages of said County.	
Motor Investment Company		Witness my hand and seal of	
P O Box 309		County affixed.	
Klamath Falls, Or 97601		By _____	
18021 DEED		NAME _____	
18021 DEED		Deputy _____	



## " EXHIBIT A "

The following described property situate in Klamath County, Oregon. "

Parcel 1: Beginning at a point which is 1083 feet West and 1391 feet South of the Northeast section corner of Section 4, Township 35 South, Range 7 East of the Willamette Meridian, thence South 105.53 feet; thence East 164.34 feet; thence Northeasterly along the bank of Williamson River to a point due East of point of beginning; thence West 200 feet to point of beginning.

Parcel 2: A tract of land situated in Government Lots 11 and 12 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian.

That portion of Government lot 11 lying Westerly of the West bank of Williamson River, EXCEPTING THEREFROM that portion in lot 11 and described as follows:

Beginning at a point which is 1083 feet West and 1391 feet South of the Northeast section corner of Section 4, Township 35 South, Range 7 East of the Willamette Meridian; thence South 105.53 feet; thence East 164.34 feet; thence Northeasterly along the bank of Williamson River to a point due East of the point of Beginning; thence West 200 feet to the point of beginning.

That portion of Government lot 12 lying East of the Easterly right way line of United States Highway #97.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 12th day  
of July A.D., 19 88 at 2:02 o'clock P.M., and duly recorded in Vol. M88,  
of Mortgages on Page 10942  
By Evelyn Biehn County Clerk  
Pauline Mulder

FEE \$18.00