1-13736 R8RM No.: 881-1-Oregon Trust Dec		AC-19762	STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR, 9720
C/O ELLI PROFINAT (19340 83568 FLVC 1350 83568 FLVC	50 · · · · · · · · · · · · · · · · · · ·	LCE 213:00 TRUST DEED	Vnl. mss Page 11166
THIS TRUST L	EED, made this .	day of	May 19.88., between
그는 그는 이렇는 영국에서 집에 가지 않는 것을 주셨는 것이다.	二十二 计学校的复数形式 计标识		Z, A. SINGLE WOMAN,
as Grantor, MOUNTAI ROBERT D. ROSE AN	N TITLE COMPAN	Y, an Oregon corporat SE, husband and wife,	tion, as Trustee, and
10721		HARLEY OLD IN REAL	
as Beneficiary,	Generator	WITNESSETH:	an beak construction (for 155) 1116
Grantor irrevocal in Klamath	oly grants, bargain County,	is, sells and conveys to tru Oregon, described as:	istee in trust, with power of sale, the property
41252	a had been the state	OREGON SHORES	I consisting that they watched the constant
Lot 67, Bluin the Court	ock 32, Tract	1184, OREGON SHORES (, State of Oregon.	JNIT #2, FIRST ADDITION,
1.171 1.1224 D :		TION OF APPLICAB TIONS. BEFORE SIGN MENT, THE PERSON PROPERTY SHOULD	T WILL NOT ALLOW USE OF THE ED IN THIS INSTRUMENT IN VIOLA- BLE LAND USE LAW AND REGULA. NING OR ACCEPTING THIS INSTRU- N ACQUIRING FEE TITLE TO THE O CHECK WITH THE APPROPRIATE LANNING DEPARTMENT TO VERIFY

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 lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

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ural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in granning any easement, or creating, any restriction thereon; (c) join in any subordination or other agreement effecting this deed or the line or divide thereol; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or persons fealily entitled theretoi," and the recitals therein of any matters or lacts shall be conclusive iproof of the truthfulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.
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 for the indebteness hereby secured, enfer upon and take possession of said property for any part thereol, in its own name sue or otherwise collect the rents, leaves and posting including those past due and unpaid, and apply the same, leaves and profits, including those secured hereby, and in such order as beneficiary may determine.
11. The entry, upon and taking possession of said property, the collection of award security contained by a security upon and taking the same, leaves and determine.
11. The security upon and taking possession of said property, the rollection of awards for any taking or dinage of the property, and the appliciption or a words for any taking or dinage of the property, and the application of awards for any taking or dinage of the property, and the application of awards for any navia any determine.
12. The default by grantor in payment of any indebtedness secured

waive any default of holice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneliciary or the trustee shall execute and cause to be recorded his written notice of delault and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to isreclose by advertisement and sale then alter default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary on the trust deed and the succe for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary on the trust deed and the obligation secured thereby (including costs and expense actually incurred in enforcing the terms of the robilgation, and trustee's and atformey's lees not ex-ceeding the amount then due under the than such portion of the pri-cipal as would mot then by law) other than such portion of the pri-cipal as would mot then by law other than such soft of the poly cur-tin default, in which event all foreclosure proceeding shall be dismissed by the trustee.

the function is which event all foreclosure proceedings shall be dismissed by the function of the function of 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 be postponed as provided by law. The trustee may sell said property either in one pacel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for each, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary; may purchase at the sale. "It is the intrustee sells pursuant to the powers provided herein; trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney, '(2) to the obligation secured by the trust deed. (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus of the grantor of to his successor in interest entitled to such surplus. They reason permitted by law hereficiary may them time to the trustee in the trustee and the successor in interest on the trust deed as their interest on the matter to the interest of the trustee to the trustee aurophanet. For any reason permitted by law hereficiary may from time to

If, For any reason permitted by law heneliciary may from time to time appoint a successor or successors to any frustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor frustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed affect of the county or counting in which the property is situated, shall be conclusive proof of progra aggoutants of the successor trustee 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 frantor, beneficiary or trustee ahall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed, Act, provides that the trustee hereunder, must be either an actioney, 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 fitte 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.

babelik of we ware us thereading' alignet, obert as project we finded there is 11167 The grantor covenants and agrees to and with the beneficiary, and those claiming under him, that he is law-Your 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, 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 This deed applies to, inures to the benetit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneticiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneticiary 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. * 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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the 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; of a dwelling use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Ralph M If the signer of the above is a corporation use the form of acknowledgment oppositi Dolores poration. STATE OF OF CALIFORNIA WITNESS: Brian Brodsky (ORS 93,490) County of STATE OF OREGON, County of 22 19,.... Personally appeared STATE OF CALIFORNIA COUNTY OF Jes and lirst \leq Mar 1985 Οn the undersigned, a Notary Public In and for said County and State, personally appeared Buom WTC WORLD TITLE COMPANY person whose name is subscribed to the within instrument as , personally known to me to be the the a witness thereto, (of proved to be such person by the oath and of a credible witness who is personally known to me), who FOR NOTARY SEAL OR STAMP that he was present and saw Balah M ors: aci OFFICIAL SEAL JEANNE NIGH Notary Public-California LOS ANGELES COUNTY ph m. 'AL) personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument execute the same, and that afflant subscribed name thereto as a winess of said execution. My Comm. Exp. Aug. 18, 1989 Staple Signature WTC 062 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the aid De not lose or destroy this Trust Deed OR THE NOTE which is a staffer facth must be definited of the function APPROVED USES." TRUST DEED a, State of Oreffore TTES OFFECH SHORES FALL STATE OF OREGON, (FURM NO. SOI-I) -NESS LAW PUB. CO., PORTLAND. ORE. EZ crantor interective line and content of interest of interest of the set of VALDEZ }ss. I certify that the within instrument was received for record on the as Benchritery. ROSE والمتحقق والمتحققة والمحا in book/reel/volume No...M88......on FOR ROBERT -----2021, YES COMMIN 20 page...11166....or as document/fee/file/ 13 Clauton (Charles and Charles and Charle Record of Mortgages of said County. 1.15 7.9436 Beneticiary SYL WAFTER RECORDING RETURN TO (FILLE) Witness my hand and seal of WIN SAT OUTONER ANTERN TO County attixed. Mr. & Mrs. LRobert D. Rose 16 11 C/O ELI PROPERTY CO. gun of 18840 Ventura Blvd., #215 <u>Tarzana: Ca. 91356</u> Evelyn Blehn County Clerk TRUST DEED Fee \$13.00 1 By Quelline Multing Deputy TWEM No. 331.1-1-13336 はて一国会社会