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05.0		19.88., between
THIS TRUST DEED, made the	is28thday ofJuly nd _MARKEY_SSCHWEIGER,	husband and wife as Trustee, and
DEWNTO TO DOMINE		as Trustee, and
Grantor, ASPEN TITLE & ESC VIRGIL A. JONES And S	ROW, INC. HARON M. JONES, husband	and wife with
full rights of surviv		

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 7 in Block 5 of FIRST ADDITION TO KELENE GARDENS, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS A SECOND TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST DEED OF TRUST IN FAVOR OF MOTOR INVESTMENT COMPANY.

together with all and singular the tenenumts, 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 fixtures 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 CONE THOUGAND and NO 1000.

sum of ONE THOUSAND and No/100-

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable a. Maturity of Note 19 Note 19

becomes due and payable. In the event the sold, conveyed, assigned of alienated by the grantor without first havisold, conveyed, assigned of alienated by the grantor without first havisold, conveyed, assigned of alienated by the grantor agrees. Are the beneficiary's option, all obligations secured by this instrume then, at the beneficiary's option of the security of this trust ceed, grantor agrees.

It to protect the security of this trust ceed, grantor agrees, and the protect preserve and maintain said property in good cordition and repairs not to comment any waste of said property. According to the protection of th

It is mutually affeed that:

8. In the event that any portion or the of said property. It had be taken under the right of eminert domain or condenneation, beneficiary all have the under the right of eminert domain or condenneation, beneficiary all have the right, if it so elected to require that all or any portion of the menies payable as compensation on such taking, which are in excess of the anicum required to pay all regional costs, engines that alterings less necessarily paid or to pay all regional much proceedings, and atterings less necessarily paid or incurred by the proceedings, and the proceedings, and expenses and atterings test applied by a lirst upon any reasonable costs and expenses and atteriory's test applied by a lirst upon any read the hadres applied upon the indebtedness both in the trial and appellate courts, necessary and or incurred by beneficiarly such proceedings, and the hadres applied upon the indebtedness accurred hereby, and granter agrees, it is an expense, to take such actions and except such instruments as shall be necessary in obtaining such companion, promptly upon beneficiary's rotect.

Pensation, promptly upon beneficiary is rotect.

Pensation the rone in such promptly in the promptly in the promptly in the prompt

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement altecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The farmer is any reconvey of the recitals therein of any matters or lacts shall feduly entitled thereto, and the recitals therein of any matters or lacts shall be conclusive most in this parastaph shall be not less therein. Trusters are so to make the conclusive most in this parastaph shall be not less that she services mentioned in this parastaph shall be not less themeficiary may a 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 lor pointed by a court, and without regard to the adequacy of any security lor pointed by a court, and without regard to the adequacy of any security lor pointed by a court, and without regard to the adequacy of any security lor pointed by a court, and without regard to the adequacy of any security lor pointed by a court, and without regard to the adequacy of any security lor pointed by a court, and without point and the possession of said property is set and a rolls, including those past due and angul, and apply the same, issues and profits of the proceeds of liter and other including reasonable attorneys feet point and expenses of operation and collection of such rents, issues and profits, or the proceeds of liter and other insurance policies or compensation or aware for any taking or damage of the insurance policies or compensation or aware for any taking or damage of the insurance policies or compensation or average for any taking or damage of the insurance policies or compensation or average for any taking or damage of the pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any afterement hereumder, time being of

proceed to loreclose this trust deed in the manner provided in ORS 86.735 and 86.735.

31. Alter the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other person so privileged by ORS 86.753, may cute the default or defaults. If the default consists of a failure to pay, when due, the default or default consists of a failure to pay, when due, the cuter amount due at the time of the cute other than such portion as would not then be due had no default occurred. Any other default that is capable to being cured may be cured by tendering the performance required under the obligation or trust deed. In any cure shall pay to the beneficiary, all costs defaults, the person effecting the cutering the obligation of the trust deed and appears actually incurred in enforcing the obligation of the trust dead and appears actually incurred in enforcing the obligation of the trust dead and appears actually incurred in enforcing the date and at the trustee's and attorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time of the cute and at the date and at the time of the date and at the date and at the time of the date and at the date and at the time of the date and at the time of the date and the date a

together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, 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 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 to postponed as provided by law. The trustee may sell said property either in one parcel or in apparate parcels and shall sell the parcel sale. Trustee auction to the highest bidder for cash, payable at the parcel sale. Trustee all the property so sold but without any covenant or werranty, express or implied. The rectiral in the deed of any matters of lact shall be conclusive proof ride. The rectiral in the deed of any matters of lact shall be conclusive proof of the trusted shell shall apply the proceeds of saic to payament to the days provided herein, trustee shall apply the proceeds of saic to payament of (1) the expenses of sale, instantial payable the proceeds of saic to payament a reasonable charge by trustee's attempt 12 to the obligation secured by the trust deed, (3) to all person attempts, 12 to the obligation secured by the trust deed, (3) to all person deed at the first interest of the trustee in the trust and a surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor and the control of the payable the proceeds of saic in the payable and the control of the payable and the payabl

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Benediciary may from time to time appoint a successor or successor to the successor in interest entitled to such such appointment, and without conveyance to the successor trustee appointed herein or to any successor trustee appointed for trustee, the latter shall be vested with all title, powers and duties confered under trustee, the latter shall be made by written instrument executed by benediciarly and substitution shall be made by written instrument executed by benediciarly which, when recorded in the mortstage records of the county or countries in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

of the successor trustee.

acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto al pending sale under any other deed trust or of any action or proceeding in which transfer, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the fuster hereunder must be either an attorney, who is an active member of the Cregon State Bar, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a tritle 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 696.505.

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 except as set out on the first page hereof

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 surposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes. This deed applies to, incres 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 nor named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or nor named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby 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 beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON. STATE OF OREGON. County of Klamath County of This instrument was acknowledged before me on This instrument was acknowledged before me on July 28 19 88 by July 28 19 88, by DENNIS J. SCHWEIGER and MARKEY S. SCHWEIGER Notary Public for Oregon (SEAL) (SEAL) My commission expires: 3-22-89 My commission expires: 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 The undersigned is the legal owner and noticer of an inceptedness 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 trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you 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 recenvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. M.11 reconveyance and documents to DATED: Beneficiary De not lare or destroy this Trust Deed Of THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. registration on consistence making an early constrained interest of the real of the constrained experiences of the constrained of the constrained experiences of the constrained experienc STATE OF OREGON, County ofKlamath..... TRUST DEED I certify that the within instrument (FORM No. 881) was received for record on the ... 28thday of ______,1988__, at 4:08 o'clock P.M., and recorded in book/reel/volume No. 188 on page ...12088..... or as fee/file/instru-SPACE RESERVED Grancor ment/microfilm/reception No. 897.96..., FOR RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Bondicary
AFTER RECORDING RETURN TO County affixed. Evelyn Biehn County Clerk Aspen Title & Escrow, In

Fee \$13.00

Attn: Collection Dept.

By Caulson Mulender Deputy