90195			Val	M88 Pa	12852
		AS 44 TRUST DEED	n 32479		
THIS TRUST DEEL), made this _25 ⁷⁵	day of	APRIL	, 19_8	8 , between
ERAN CLSCO O.F ASPEN TITLE & ESCRO CORPORATION, TRUS	D, made this <u>200</u> TINONA FIND MARIA W, INC., an OREGON (OF TEE as Beneficiary.	PORATION as Tru	Stee, and FN REALTY SE	RVICES, INC., a	CALIFORNIA

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

_ in Block ______ of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, Lot. 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

Somether with all and singular the tenements, hereditaments and ippurtenances and all other rights thereinto belonging or in anywise now or hereafter appertaining, and the series 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 sum of MINE THOUSAND

FOR INCLUSION OF SECONING PERFORMANCE OF CALL agreement of granter nerven contained and payment of the sum of <u>JELPS INTERPORTATION</u> of each agreement of granter nerven according to the terms of a promissory note of even date herewith, payable to EINSE ANDREED SITTY FIP boliers, with interest therein according to the terms of a promissory note of even date herewith, payable to Energiciary or order end made by granter, the final payment of principal and interest hereof. If not sconer paid, to be due and payable (<u>MARE 155</u>, ..., 19 The date of maturity of the deht secured by this instrument is the date, stated above, or which the final installment of said note becomes due and payable. In the event the within destribed property, or any part thereof, or any inferent therein is soid, agreed to be sold, convexed, assigned or allenated by the granter without first having obtained the written consent or approval of the beneficiary. He , 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.

Ine date of manurup of the don't secured by instimutent is the date, stated above, or white the whith described property or any part hereof, or any interest inverted is sold, agreed to be obtained the writer consent or approval of the beneficiary, the , at the beneficiary's option, all obtained the writer consent or approval of the beneficiary, the , at the beneficiary's option, all obtained the writer consent or approval of the beneficiary, the , at the beneficiary's option, all obtained the writer consent or approval of the beneficiary, the , at the beneficiary's option, all other the security of his trust deed, trantor agrees:
To protect the security of his trust deed, trantor agrees:
To protect, preserve and maintain suit develop and or adhision and repair; prennt any wait of lar restore prompty and in , tood and worksiantiko manner any the control of the renter of any be constructed, damaged or destributed therefor.
To comply with all law, ordinances, regulations, covena its, conditions, and restrictions alfecting said property: if the beneficiary as requests, to lobi in executing agencies at may be deenned desirable by the beneficiary.
To provide and continuously maintain insurance on the builings mover or the same at the beneficiary may procure the same at growtor is the beneficiary may procure the same at growtor is consolitor.
To provide and continuously maintain insurance on the builings tow or threafter file and out to take indicary may procure the same at growtor is consolitor.
To keep said premises free from construction lines and to may all taxes, asteriby the onte charges that may be level of may as the beneficiary may procure the same at growtor as the durity of any taxes, active the rate as a file definition of any procure the same at growtor is approximating or the professory may procure the same at growtor is the durity of the intereof. Such application from the tot inde ratio and all building any may a

with this obligation. 7. To appear in and defend any action or proceeding paperting to affect the recursty rights or powers of beneficiary or trustee, and m any suit action or proceeding in which the beneficiary or trustee may appear, including uny suit action of foreelosure of this deed, to pay all costs and expenses, including valence of intent and the beneficiery's or trustee's attorney's fees provided, however, an case the suit between the grantor and the beneficiary or the trustee than the preventing party shall be netitled to the attorney's fees herein described; the anim nt of attorney's fees appealate cover if an appeal is taken.

It is mutually agreed that:

It is multually agreed that: 8 In the event that any portion or all of said property shall be taken under the 8 In the event that any portion of the monies payable as compensation feets, to result that all or any portion of the monies payable as compensation feets, to result that all or any portion of the monies payable as compensation such taking, which are in excess of the amount required to pay all reasonable costs, such taking, which are in excess of the amount required to pay all reasonable costs, such taking, which are in excess of the amount required to pay all reasonable costs, such taking, which are in excess of the amount required to pay all reasonable costs, costs and expenses and attorney's fees, both in the trial and copelate courts, costs and expenses and attorney's fees, both in the trial and copelate courts, applied upon the indebtedness secure thereby; and granter agrees, and the balance expenses, to take onpensation, promptly upon leneficiary's request. 9 If a specific and presentation of this deed and the note for and resented in case of full reconversaries, for the indebtedness, reusite may needed in the regreest of the gavenee, for cancellation), without affecting the tability of any case of the reconversaries, for the indebtedness, reusite may (a) consort to the making person for the payment of the indebtedness, reusite may (a) consort to the making of any map or plat of said property; (b) join in granting any eatement or creating any

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restriction thereon: (c) join in any subordination or other agreement affecting this died or the lien or charge thereof; (d) reconvey, without warranty, all or any part 2f the property. The granice in any reconveyance may be described as the "person of person likelihe entitle thereto," and the recisits therein of any matters or facts shall be entitled thereto," and the recisits therein of any matters or facts shall be entitled thereto, "and the recisits therein of any matters or facts shall be entitled thereto," and the recisits therein of any matters or facts shall be entitled thereto, "and the recisits therein of any matters or facts shall be any of the truthfulness thereof. Trustee's fees for any of the services mentioned in this parueraph thall be not less than 35. The due not test shall be acquared by a court, and due notice, either in presm, by agent or by a receiver to be appointed by a court, and withou boys and lake possession of said property or any part thereof, in its own name could una dapply the same, liss costs and expenses of operation and callection, with laking reasonable attorney's fees subject to paragraph 7 hereof upon any uncleted hereby, in such order as beneficiary may determine.

including reasonable attorney's fees subject to paragraph 7 hereof upon any subbetedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of said property, the collection of sizen rents, issues and profits, or the procreds of fire and other insurance policies or compensation or awards for any taking or unaccure or waive any default or application or release thereof as aforesaid, shill noncure or waive any default or notice of default hereunder or invalidate any coll done pursuant to such motice. notice of default hereunder or invalidate any coll and program in the denotic of the property, and the social cents, issues and profits, or invalidate any coll and program in the social motice. notice of default hereunder or invalidate any coll and program in the social motice. I so upon default by grantor to payment of any indebtedness secured hereby or in his performance of any agreement hereator of any indebtedness secured hereby or in this performance of any agreement here the social induction of any agreement here the social of the aboves described real property is current working for any taking or any proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proceed to foreclosures. However, if said real property the manner provided by law beneficiary at his election may proceed to foreclose this trust deed in equity as a life the barger or direct the trustee to foreclose this trust deed by rustice shall fix the time and place of sale, give notice thereof at then required by trustee shall fix the time and place of sale, give notice thereof at then required by trustee shall fix the time prov to five days before the date set by the trustee for the trustee stale, the grantor or other persons so privileged by ORS 86.740, may pay to trust stale, the grantor or other persons portion of the obligation and trustees and stromery's fees not exceeding S50 each) other than such portion of the principal estimated

excluding the trustee, but including the granitor and beneficiary, may purchase at the rate. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of 10 the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, [2] to the obligation secured by the trust deed. [2] that persons having recorded liens absequent to the interest of their or and the surplus, if any, to the granitor or to at successor in interest merid by and beneficiary may from time to time appoint 16. For any reason entired by law beneficiary may from time to time appoint 16. For any reason entired by law beneficiary may from time to time appoint 16. For any reason entired by law beneficiary may from time to time appoint 16. For any reason entired to such surplus successor in site entire manted by a beneficiary may from time to time appoint accessor missite herein named or appointed hereunder. Each such appointment and without contrasting the work of the surplus in the surplus and the surplus and the surplus and the surplus and the institute of the first of the provided in the orgenited hereunder. Batter thall be vested with all title, powers and duties conferred upon any insiste herein named or appointed hereunder. Each such appointment and with the deal and its place of record, which, when recorded in the property its ituated, shall be conclusive proof of proper appointment of the successor 17. Trustee accents that thet when this utend, dub executed and acknowledged

Supportly it situated, shall be conclusive proof of proper spreaments of the structure of t

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

The Trust Deed Act provides that the trustee hereurider 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 brunches, or the United States or any agency thereof.

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and that he will warrant and forever defend the same against all persons whomsoever.

The druntor warrants that the proceeds of the losn represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family, hous-hold or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor in a natural persoh) are for business or commercial purposes other than agricultural

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 feminine and the neuver, 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

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 ward 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, disrogard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

IORS 93.490)

STATE OF HAWAII, SS. <u>Honolulu</u> COUNTY OF_

before me. <u>May 20, 1988</u> the undersigned, a Notary Public in and for said County and State, Romy C. Pel. known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly _ resides at _ that

sworn, deposed and said: That <u>he</u>resides at 1907 Nuna Pl., Honolul:1, HI he was present and saw Francisco Q. Finona and Maria S. Finona

personally known to <u>him</u> to be the person described their in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affi int subscribed. name thereto as a witness to said execution.

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Beneficiary

-<u>Â</u> Colu Signature ____ 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 said trust deed or pursuant to statute, in called an evidences of machiculess secured by said trust deed (which all converted to you herewith together with said trust deed) and to recordey, without warranty, to the parties designated by the terms of said trust deed the estate now hold by you under the same. Mail reconveyance and documents to

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

STATE OF OREGON SS. TRUST DEED County of _____Klamath I certify that the within instrument was received for record on the .10th day of Aug......, 19...88..., at 11:02 o'clock A.M., and recorded in book M88 on page 12852 or as file/reel number 90195 Grantor Record of Mortgages of said County. SPACE RESERVED Witness my hand and seal of FOR RECORDER'S USE County affixed. Beneficiary Evelyn Biehn County Clerk AFTER RECORDING RETURN TO Title A.T.C. By Soulers Mullerstore Deputy Fee \$13.00