
FOUN No. 881—Oregon Trust Dead Series—TRUST DEED.

170 403032 CV/ STEVENS.NESS LAW PUB. CO., PORTLAND, OR 9720 Vol. mgs Page 13004 5

TRUST DEED

THIS TRUST DEED, made this 23th day of July , 19 88, between MAXWELL LEE COULSON and MARIA DE JESUS COULSON, husband and wite as Grantor, ASPEN TITLE & ESCRIW, INC.

as Grantor, ASPEN TITLE & ESCRIW, INC.

JAMES S. MC FADDEN and BETTY E. MC FADDEN, husband and wife with

tull rights of Survivorship

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

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 rentt, 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

sum of SEVEN THOUSAND EINE HUNDRED 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

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. It maturity of Mote. 19.

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

To protect the security of this trust deed. Stanton agrees.

herein, 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.

1. To protect, preserve and maintain said property in good condition.

1. To correct preserve and maintain said property in good and workmanlike to commit or permit or restore promptly in good and workmanlike or name any building or marrownent which may be constructed, damage for marrownent all costs in the constructed, damage for any committee of the contract of the Uniform Committee of the Contract of the Contract of the Contract of the Uniform Committee of th

ions and restrictions altecting said property: it net therefor, and restrictions altecting said property: it net the things same the property in in executing said property is the teneliciary so requests, to consider the teneliciary may require and to pay for filing same the cardiological statements part to the teneliciary may require and to pay for filing same the property in the property in the property of the

pellate court shall adjudge reasonable is the beneficiary's or trustees attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken right of eminent domain or condemnation, beneficiary shall have the right is order, to require that all or any portion of the monies payable right, it is order, to require that all or any portion of the monies payable as compensation to such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by fraction in such proceedings, shall be paid the proceedings applied by it first upon any reasonables to stand expenses and attorney's less proceedings, and the finance applied upon the indebtedness secured hereby; and grantor agrees, all this own expenses, to take such actions and except monthly upon beneficiary is necessarily notations, promptly upon beneficiary's request.

1. Proceedings and the proceedings and the necessary in obtaining such considered the proceedings of the proceedings of the proceedings of the consequence of the proceedings of the proce

Aganting any easement or creating any restriction thereon; (c) join in any subordination or other afreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The property of the property o

proceed to loreclove this trust deed in the manner provided in ORS 86.735 to 86.795.

31. After 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 grantor or any other person so privileged by ORS 86.753, may cure the default or any other person so privileged by ORS 86.753, may cure the default or so that the default consists of a initure to pay, when due sums secured by the trust deed, the default may be cured by paying the sums secured to the trust deed. Any other default that is capable of not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the being cured may be cured by tendering in addition to curing the default or obligation or trust deed. In any case, shall pay to the bensiticiary all cost and expenses actually incurred in enforcing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed together with trustees and attorney's lees not exceeding the amounts provided by law.

and expenses actually incurred in entorcing the obligation of the frust deed 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 place designated in the notice of sale or the time to said property either in order or the property sale of the property sale of the highest bidder or cash, payable at the time of sale. Trustee in order or the property so sold, but without any coverant heat shall be conclusive property so sold, but without any coverant heat shall be conclusive property so sold, but without any coverant heat shall be conclusive property so sold, but without any coverant heat shall be conclusive property so sold, but without any coverant heat shall be conclusive property so sold, but without any coverant heat shall be conclusive property of the truthfulness steel. Any person, each the sale is the sale of the truthfulness steel, any person, each the sale is the sale of the truthfulness steels. Any person, each the sale is the sale of the property of the property of the sale property of the sal

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 the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to do business under the lows 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. of finis state, its substancies, difficies, dyents or brondies, tile united divises or any oyency microst, or an excess oyen interact shade one of control of

	TO 1944 CA (9-84)		4615		·
	(Individual)		19) '	TICOR TITLE INSURANCE	
ful.	STATE OF CALIFORNIA COUNTY OF VENT	URA	} ss.		
1	OnJULY 29 198	88	bafara -		
in the	said State, personally appeared	**MAXWELL	LEE COULS	ne, the undersigned, a Notary Public in and fi ON AND MARIA DE JESUS COULSON**	or
anı 🚆	they are	leaded in the sale administration of the		**************************	
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25	whose name and	IVA subscribe	مطاحم ماد	Ce de de processo de des des des des des des des des des	ı
	within instrument and acknowled cuted the same.	edged thathey	exe-	OFFICIAL SEAL DEBRA ANN BRYCE	
. Y	WITNESS my hand and official s			NOTARY PUBLIC - CALIFORNIA	
				PRINCIPAL OFFICE IN VENTURA COUNTY	
	Signature Ledia Lin	116.		My Commission Exp. Mar. 12, 1990	à
	Signature X 22 Car	MI X JA	10		
		·		(This area for official notarial seal)	
This	deed applies to love to the				
gender incl	udes the feminine and the neuter, and	ticiary herein. In the singular num	construing thi	o, their heirs, legatees, devisees, administrators, e on the holder and owner, including pledgee, of the is deed and whenever the context so requires, the n he plural.	contract nasculine
	WITNESS WHEREOF; said	grantor has he	reunto set h	is hand the day and year first above writte	n.
" IMPORTAN	T NOTICE: Delate less lining and a 1 to		(7.7)	Walnelli Knot o	
es such wor	d is defined in the Tout to !	teneficiary is a crec	litor	Japaco Je Conson	J
c'isclosures: f	or this number use Stevens No	n by making requ	ired	Maria de lesin Cont	(Ac-
1: compliance	with the Act is not required, disregard th	ris notice.	ent.		ANGEL.
(if the signer o	f the above is a corporation, facknowledgement of pasite.)		***************************************		••••••
STATE OF	XX EXXXX CALIFORNIA,		_		
	or Vantura) ss. S7	ATE OF ORI	· · · · · · · · · · · · · · · · · · ·	
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2014	15 4 1088 x		, by	was acknowledged before me on	
Jesus	ell Lee Coulson and Mari Coulson	Id OB			
		ct.			
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(SEAL)	My commission expires:	ornia (tary Public for	Oregon	
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TO:				,	
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said trust de herewith toge	ed or pursuant to statute, to cancel , ther with said trust deed) and to recor	all evidences of a	indebtedness s	by the foregoing trust deed. All sums secured be ent to you of any sums owing to you under the te secured by said trust deed (which are delivered e parties designated by the terms of said trust de	erms of
colate now he	eld by you under the same. Mail recor	weyance and coo	uments to	Salu Hust de	ou me
DATED:		19			
			** ** *********************************		
			**** **********************************	Beneficiary	
Do not los	e or destroy this Trust Deed OR THE NOTE whi	ch it secures. Both mu	ust be delivered to	a the trustee for cancellation before reconveyance will be made	
$\mathbb{T}R$	UST DEED			STATE OF OREGON.) /
STEVENS-NF	(FORM No. 881)			County of	/ss.
	TOTAL AND ORE			I certify that the within instruc	ment
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******				at	,
	Granto:	SPACE R	ESERVED	in book/reel/volume No	оп
		FOORDE		page or as fee/file/ins	stru-
		RECORDE	K S USE	ment/microfilm/reception No	,
	Beneficiary			Record of Mortgages of said County. Witness my hand and seal	Lof
AFTER	RECORDING RETURN TO			County affixed.	J.

By Deputy

ASPEN TITLE & ESCROW, INC.

Collection Dept.

EXEIBIT "A"

A portion of Lot 9, Block 11, KLAMATH FALLS FOREST ESTATES, SYCAN UNIT, in the County of Mamath, State of Oregon, more particularly described as follows:

All that portion of said Lot 9 lying Southeasterly of the tollowing described line:

Beginning at a point on the Southwesterly line of said Lot 9 which bears South 54 degrees 02'28" East a distance of 1200 feet from the most Westerly corner thereof; thence North 35 degrees 57'32" East to a point on the Northeasterly line of said lot, being the same property as described in that deed to Maarten being the same property as described in that deed to Maarten DeJongh, recorded September 20, 1971 in Book M-71 at page 9973, Microfilm Records of Klamath County, Oregon.

EXCEPTING THEREFROM any portion lying within the limits of the County Road described in Book 350 at page 251, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.	STATE OF OREGON:	COUNTY	OF	KLAMATH:		SS.
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STATE OF OREGON: COO		the _	12th	day
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