Vol. mgg Page 18386 \*\* 881—Oregon Trust Deed Series—TRUST DEED. THIS TRUST DEED, made this 25th day of October 19 88, between 30HN H. SLAUGHIER and LAURA J. YAHNE, not as tenants in common but with full rights of survivorship as Grantor ASPEN IIILE & ESCROW, INC.

as Grantor L. CURTIS and MARILYN R. CURTIS, husband and wife with full rights of survivorship as Beneficiary. TRUST DEED

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: In the County of Lots 26 and 27, Block 4, LENOX ADDITION, in the Klamath, State of Oregon. that the without mutilizant Garren et Littanian in 1982 Errent Bernstein bisson in 1982

TRUST DEED

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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 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 IWENTY FOUR THOUSAND SIX HUNDRED THIRTY THREE AND 88/100, 

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

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, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or shall become immediately due and payable.

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 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 promptly and, in good and workmanlike manner any building or improvement which may be constructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor, ovenants, conditions and restrictions altecting said property; if the beneficiary so requests, to tions and restrictions altecting statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the call Code as the beneficiary may require and to pay for tiling same in the by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for thing same in the proper public office or offices, as well as the cost of all lien searches made proper public offices or searching agencies as may be deemed desirable by the by lining officers or searching agencies as may be deemed desirable by the by lining officers or searching agencies as may be deemed desirable by the beneficiary or how the harder erected on the said premises against loss to time require, in an amount not less than \$100 MINUTADIC PROPERTY of the companies acceptable of the beneficiary may from time to the require, in an amount not less than \$100 MINUTADIC PROPERTY of the companies acceptable of the beneficiary with loss populate to the latter; all the frantier shall be delivered to the beneficiary as soon as insured; policies of insurance hall be delivered to the beneficiary as soon as insured; of the beneficiary in the procure the same at grantors and to the senticiary of the procure the same at grantors. The amount the beneficiary may procure the same at grantors are expense. The amount the beneficiary may procure the same at grantors are expense. The amount the beneficiary may of the procure the same at grantors are expense. The amount of the procure the same at grantors are expense, and only policy of the procure the same at grantors are pensed by procure the same at grantors are pensed by the procure of the procu

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's lees necessarily paid or to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's lees, applied by it first upon any reasonable costs and expenses and attorney's testing the proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's requires upon written request of benepayanton, promptly upon beneficiary's requires upon written request of beneficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien, or charge subordination or other agreement affecting this deed or the lien, or charge thereof; (d) reconvey, without warranty all or any part of the property. The strength of the conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the secondary of the property of the prope

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels are action to the highest bidder for cash, payable at the time of sale. Trustee another to the purchaser its deed in form as required by law conveying 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 implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee that apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee sale to payment of the expense of sale, indiving recorded liens subsequent to the interest of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

deed as their interests may appear in the dead of the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus. I6. Beneficiary may from time to time appoint a successor or successors to any frustee named herein or to any successor trustee appointed here trustee. Upon such appointment, and without conveyance to the successor trustee and the successor trustee appointed the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the morigage records of the county or committee in the morigage records of the county or own which, when recorded in the morigage records of the county or own which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 builded to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall 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 attorney, who is an active member of the Oregon State Bar, a bank, trust company of 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 of the Insurance company authorized to insure title to real or savings and loan association authorized to do business under the laws of Oregon or the United States, or an escrow agent licensed under ORS 696,505 to 698,585, 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 698,585.

The grantor covenants and agree fully seized in tee simple of said descri	es to and with the b bed real property an	eneficiary and those claiming under him, that he is law- d has a valid, unencumbered title thereto
— Consideration of the content of the production of the bedieved of the content of the conten	te summanati sana mais	Construction of the constr
and that he will warrant and forever of	lefend the same aga	inst all persons whomsoever.
100 Carlota — continued according to a facilitation of a continued and a continued as a conti	of the state of the second state of the second seco	<ul> <li>Parkers (M. 1984) The suppression of the second control of the contr</li></ul>
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(ii) A second and a second and second as a second and	STEEL STEEL	The state of the s
		by the above described note and this trust deed are: ses (see Important Notice below), ) are for business or commercial purposes.
This deed applies to, inures to the bene personal representatives, successors and assigns secured hereby, whether or not named as a her	elit of and binds all parts. The term beneficiary	ties hereto, their heirs, legatees, devisees, administrators, executors, shall mean the holder and owner, including pledgee, of the contract
	- me suigant namber n	ncludes the plural.  Ito set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whiche not applicable; if warranty (a) is applicable and the	ny dinaka (makamana a abah Makaman pinggalah ing sebagai	John & Soughter
as such word is defined in the Truth-in-Lending A beneficiary MUST comply with the Act and Regula disclosures; for this purpose use Stevens-Ness Form If compliance with the Act is not required, disregare	ct and Regulation Z, the tion by making required No. 1319 or equivalent	Nama J. Value
[If the signer of the above is a corporation,	Limis notice,	and the second seconds in Market and the second sec
use the form of acknowledgement apposite.)	ર્જ્યું હોલા તેવા તેવા કે	AND THE SECOND PROPERTY OF THE SECOND PROPERT
STATE OF OREGON	STATI	S OF OREGON,
County of Klamath  This instrument was acknowledged bei	ore me on This in	inty of
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John H. Slaughter and Laura	J. Yanne as	And the state of t
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My commission expires: /-/5	-90 My con	unission expires: (SEAL)
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said trust deed or pursuant to statute, to can herewith together with said trust deed) and to a	rou hereby are directed, cel all evidences of indi- reconvey, without warra	on payment to you of any sums owing to you under the terms of abtedness secured by said trust deed (which are delivered to you nity, to the parties designated by the terms of said trust deed the
estate now held by you under the same, Mail in	econveyance and docum	onts to the second of the seco
DATED:	Vary 19 minners and star	<del>estandere est, esperacione esta de la comunicación de la comunicación de la comunicación de la comunicación de</del> Descripción de la comunicación de l
		Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTI	E which it secures. Both must i	be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED		STATE OF OREGON,
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE!		County ofKlamath
THE PERMANENT OF THE COMP.	Cresion, discrete. FRON: ADDITIO	was received for record on the 31st day of
And the Committee of th	ado per que asi	at .11:22 o'clockAM., and recorded
st gavagass. Grantor	SPACE RES	in book/reel/volume No. MSS on page 18386 or as fee/file/instru-
<u> </u>	RECORDER	s use ment/microfilm/reception No. 93293,
Boneliciary	ROW, HACT	Record of Mortgages of said County.  Witness my hand and seal of
AFTER RECORDING RETURN TO	ALVARANTER TO THE	County affixed.
ASPEN TITLE & ESCROW, INC.		Evelyn Biehn, County Clerk
93793	Fee \$13.00	By Caulini Much rolone Deputy