FORM No. 881-Oregon Trust Deed Series-TRI	UST DEED. MILE COOL	mgg Page 133vo
% 1909 94214 OK 3760	TRUST DEED VIA	, 19.88., between
RAYMOND T. LLEWELLYN Mountain T.	& CAROLYN LLEWELLIN, HUSband tle.Company of Klamath County	, as Trustee, and
ELIDA LEGGET	<u></u>	and the second
as Beneficiary, Grantor irrevocably g	WITNESSETH: rants, bargains, sells and conveys to trustee in trust,	with power of sale, the property
Lot 3, Block 2, BELL on file in the offic	A VISTA - TRACT NO. 1235, according to the e of the County Clerk of Klamath County,	Oregon.
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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 connec-tion with said real estate

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becomes due and payable. In the event the willing terms of the theorem in the beneficiary's option, all obligations secured by this instrumes then, at the beneficiary's option, all obligations secured by this instrumes then, as hall become immediately due and payable. To protect the security of this trust deed, grantor agrees. To protect preserve and maintain said property in good candion and the security of the trust deed, grantor agrees. To protect preserve and maintain said property in good and workmanike thereon, and repair; not to remove or demotish any building or improvement which meured therefor, and a more any building or improvement which meured therefor. detromy any built all laws, approprint is the beneficiary so requests, to itom and restrictions allecting as property; if the beneficiary so requests, to itom and restrictions allecting as moments pursuant to the Uniform Comment. The proper public office or continuously maintain insurance on the buildings mow or hereafter erected on the said grammag from time to time require, in adjust other heards as the beneficiary as room are and to pay a such other heards as the beneficiary as room as a more the policies of insurance shall any NGCAL any NH. To sayable to the laterneed in more and the said grammag from time to time require, in any another heards as the beneficiary as soon as a and to pay it was fantor shall the delivered to the beneficiary as cond as a more the beneficiary is soon as a more and to pay it was granter and the any procure any and in such order as beneficiary any part thereoft, may be shall be another any pay the the another any pay the to notice of delaut hereunder on any indebtedness secured heaving in any bas applied by beneficary any part thereoft, may be shall be another any part thereoft, may be shall be another any part thereoft, any be shall be another any pay the or notice of delaut hereunder of any any indebtedness secured and in such order as beneficiary any and the another any be shall be nother any an

NOTE

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, beneticiary shall have the under the right of eminent domain or condemnation, beneticiary shall have the scompensation of the state of the state of the amount required as compensation or such taking, which are in excess fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees necessarily paid or the paid to beneticiary and incurred by thirst upon any reasonable costs arity paid to beneticiary and the state of the part of the state and appellate courts, mease applied upon the indebtedmess licitary in such proceedings, and the tits own expense. To take such activary and execute such instruments as the state own expense. To take such activations and execute such instruments as the state own expense. To take such attections and execute such instruments as the state of the indebted of the one of licitary, payment of its test acconveyances, for cancellation), without atlection endorsement (in case of lui for the payment of the indebted takes, trustee may the liability of any person do may reason of the indebted the state in a (a) consent to the making of any map or plat of said property. (b) join in (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 allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the property. The thereol; (d) reconvey, without warranty, all or any part of the property. The beconclusive proof of the truthulness thereol. Trustee's lees lor any of the beconclusive proof of the truthulness thereol. Trustee's lees lor any of the provide thereof, and the other shall be not less than 55. services mentioned in this paragraph shall be not less than 55. services mentioned in this paragraph shall be not less than 55. services mentioned in this paragraph shall be not less than 55. services and explanation of the truthul ness there of the agreeiver to be app-time without notice, either in person, by agent or by a receiver to be app-time without notice, either in person, by agent or by a receiver to less and prop-the indebiedness hereby secured, own name sue or otherwise collect the reame, issues and prolits, including hore ast due and unpaid, and apply and the agre-ney's less upon any indebiedness secured hereby, and in such order as bene-liciary may defermine. II. The entering issues and prolits, or the proceeds of irre and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any atking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any late and other insurance to such notice. 12. Upon delault by grantor in payment of any indebiedness secured

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 1. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an indertisement and sale, or may direct the trustee to foreclose this trust deed verifies the beneliciary of the secure any other right or advertisement and sale, or may direct the trustee to pursue any other right or advertisement and sale. or may direct the trustee to pursue any other right or advertisement and sale or any direct the trustee to pursue any other right or in beneliciary elects to foreclose by advertisement and sale, the beneliciary or in the trustee shall execute and cause to be recorded his written notice of delault in the memory provided in ORS 86.735 to 86.795. in 1.3. After the trust east does on so priviled by ORS 86.733, may cure sale, the default or defaults. If the default may be cured by paying the sum amount due at the time of the delault may be cured by paying the sum amount due at the time of the default may be cured by paying the sum amount due at the time of any cure other than such portion as awould be then be due had no delault occurred. Any other delault that is upable of the in be due had no delault occurred. Any other delault that is upable of be then be due had no delault contrade the abilities to the beneliciary all costs default

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. 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 trustel well the parcel or parcels at in one parcel as the sale shall be held on the date and at the time and successful the hybrid set of the time to which said sale may be postponed as provided by law. The trustel well the parcel or parcels at auction to the highest bidder to cash, payable as required by law conveying shall deliver to the purchaser its deed in form or warranty, express or im-the property estable thered. Any person, excluding the trustee, but including of the truthulness thereol. Any person, excludes the game conveying shall deliver to sold, but without any covenant or warranty, express or im-the granter and beneliciery, may purchase at the sale. The trusthulness thereol. Any person, excludes at the shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the bidder to the interest of the truste in the trust excorded liens subsequent to the interest of the truste in the trust shall apply the granter and herein or to any successor trustee appointed herein surplue. Sors to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment of without conveyance to the successor trustee, the latter shall be vested by evident instrument executed by countiers of which the property is strusted, with our conveyance to the successor trustee, the latter shall be vested by evident instrument executed by countiers of which the property is strustee. Solid be countly or bound appointment which the property is sthe trust when this deed, duly executed and subs

OTE: The Trust Deed Act provides that the trustee hereunder must be either an allorney, who is an active member of the Oregon State Bar, a bank, trust conspany 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 raperty of this state, its subsidiaries, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 696.585.

(1999-), citriard, upont truncad, the there bees there, spart himse 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 and that he will warrant and forever defend the same against all persons whomsoever. to altrian East 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 purposes (see Important Notice below). (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures 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 not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine 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. Â b Raymond Llewellvn Τ. (If the signer of the above is a corporation, use the form of acknowledgement opposite.) yŋ WITNESS: Brian Brodsky STATE OF OPECON STATE OF CALIFORNIA SS. 7 /10 V. On before me the undersigned, a Notary Public in and for said County and State, personally appeared <u>BRIAN</u> <u>BREDSK</u>. WTC WORLD TITLE COMPANY Rian , personally known to me to be the person whose name is subscribed to the within instrument as FOR NOTARY SEAL OR STAMP a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who OFFICIAL SEAL JEANNE NIGH Vitnes being by me duly sworn, deposes and says: That BRACH BAODSKI resin 4174 ARCH DISTUDIO CH resides at Notary Public-California LOS ANGELES COUNTY 4174 Arch CP that he T. Llewellyn was present and saw Ra mone My Comm. Exp. Aug. 18, 1989 Newelli 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 affiant subscribed his name thereto as a witness of said execution. Signature WTC 082 DATED and appression the research (Milling Oralis Ste Beneficiary Do not less or destroy this Trust Dood O. THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON. 1116 (FORM No. 1881) 106 01 140 VENS-NESS LAW, PUB. CO. PORTLAND, ORE Llewellyn 508 Six Nationo was received for record on the 23rd day <u>csas</u> Charlos describer as ofNov... ., 1988..., we were seen as the terms Placentia, CA 92670 al.: 24 o'clock . P. M., and recorded SPACE RESERVED Grantor in book/reel/volume No.M88....... on as Herierens) Legget 4861 Ravince Klamath Salls, D.R. 9763 Beneticiary page 19908 or as fee/file/instru-FOR ment/microtilm/reception No. 94215 ..., RECORDER'S USE Record of Mortgages of said County. ny of Klanach county Witness my hand and seal of H TIENEITAN' PREASING SUG MICounty affixed. AFTER RECORDING RETURN TO MTC INTE ISTRE DEED AFAAS A Biehn, County Clerk ્યાજી લાંગ ςuα NAME TITLE Klamath Falls; OR 97601 Fee \$13.00 By Quillan Mullendere Deputy

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