TRUST DEED Vol m88 Page 21590

THIS TRUST DEED, made this <u>5</u> day of <u>10NE</u>, 19 <u>5</u>, between <u>CUNACUAN</u>, <u>TENSAUS SY ENTREET</u>, as Grantor, <u>CUNACUAN</u>, <u>TENSAUS SY ENTREET</u>, as Grantor, <u>ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. <u>Uses destroys destroys assisted that that the MITNESSETH</u> and but the polling of sale the property in KLAMATH <u>State and the property barrance sales and the month of the property in KLAMATH</u></u>

Grantor "prevocably grants," bargains, sells and 'conveys to trustee in trust, with power of sale, the property in KLAMATH

IN WITNESS WHEREOF, and grander has hereitato within hand the day and year first above written COUNTY, OREGON, described as: 15 in Block 28 of Tract, 1113-Oregon, Shores-Unit, 2 as shown on the map filed on December, 9, 1977 in Volume 21, 7 mourages as training of the construct of articland Page 20 of Maps in the office of the County Recorder of said County.

If you did not needed a forcenty keport propared permant to the tiller and regulations of the Office of Integrate Land Sales Retaination U.S. Department of Housing and Office Report propared in advance of Your agains the portfact or agreement, intreduction aver be revoked at your option for two years from the date of signing.

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John M. South

Rearry 1 Parameter together with all and singular the tenements, hereditaments and appurtenances and all other rights thereinto belonging or in anywise now or hereafter appertaining, and the rents issues and profits thereof and all fatures 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 SELVEN TRACEMENT. 5- . 1998

_ ALI STATE

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by granior, the final payment of principal and interest hereof, if not souner paid, to be due and payable ____________19.98

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mentioned in this parse approxis taken. To gab f1102It is mutually derived f1d12. To get f1d12. Naturally derived f1d12. Naturall

restriction thereon. (c) Join in any, subordination of other agreement affecting this deed on the lien or charge thereof: (d) reconvey, sufficiel described as the "person or the point legality entitled thereto". and the recitalism street rest of any atters of fact shall be conclusive proof of the truthylands thereinda to the provide a the "person or fully of the truthylands thereinda to the services of the the there is a service without entitled thereto." and the recitalism street rest for any atters of fact shall be conclusive proof of the truthylands thereindan 35. "How Durn any default by granton thereunder, beneficiary may at any time with the conclusive proof of the truthylands of any street and the support of the provide without regard to the adequation of suid property or any part thereof, in the thereby an and sue on otherwisely the term, issues and profits, including those and the same with uncluding the same, less costs and expenses of option? Thereof upon and including the store, best costs and expenses of option? Thereof upon any including thereof upon any determine thereof, in such order as beneficiary may determine.

<form>The negative of the section of the Supplid, and apply the same, less costs and expenses of operation and concention, including reasonable aitorney's fees subject to paragraph 7 hereof upon any indebidances secure hereby, in such order as beneficiary may determine. Support the entering upon and taking possession of said property, the collection of all the entering upon and taking possession of said property, the collection of any networks of the proceeds of line and other insurance policies or compensation, or awards for any taking or thinding of the property, and the complexity of the proceeds of line and other insurance policies of all. The entering upon and taking possession of any indebidness secure hereby in ordine of default hereunder or invalidate any of any indebidness secure hereby or the property of any agreement of any agreement of such notice. This performance of any agreement, the beneficiary may declare all rule ubove the beneficiary immediately that has a for agricultural, timber or grating purperion the beneficiary immediately that y used for agricultural, timber or grating purperion the beneficiary immediately that y used for agricultural, timber or grating purperion the beneficiary immediately that y used for agricultural, timber or grating purperion the manner providing the or to foreclose this trust uded in agenity and real property the manner providing the or to foreclose the trust tee to foreclose the base for divertisment or to grate written notice of default curved hereby, whereupon the drastice for all property to saitly the obligational neuroe hereby, whereupon the drastice shall fix the time and place of sale, given notice thereof at then required to the first default at any time prior to five days hefore the asite set by the runstee for the drastice stale, the gratentor or out is person so privileged by ORS 46, 760. The source thereby instant deed and the obligation secure thereby including the provide the terms of the trust deed and the obligation secure dhereby including the prust default at any time prior to five da

excluding the trustee, but including the grantor and beneficiary, may purchase at the sole. "It is the provide of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonable charge by inner the provided herein, rustee shall obliganistic secured by the trust deed, (3) to all produce a the contract of the compensation secured by the trust deed, (3) to all produce a their interests may provide the trustee and a reasonable charge by inner the contract of the interest of the interest of the trustee in the surplus. If any, to the grantor or to this successor in interest of the trustee of the surplus. If any, to the grantor or to its successor in interest of the superior and herein or to any successor fluid a successor for successor to any whether summer and herein or to any successor line appointed hereinder. Upon shall be verted with all title powers and duties conference indisting the trust deed and shall be verted with all title powers and duties conference about the thereinder by written instrument executed by beneficiercorded in the reference the County. Clerk or Recorder of the county or counties in which the proprior is situated, shall be conclusive proof of proper appointment of the successor office situated shall be conclusive proof of proper appointment of the successor proprior is situated and be the successor of proper appointment of the successor proprior is the county. Clerk or Recorder of the county or counties in which the proprior is situated that be conclusive proof of proper appointment of the successor proprior is the county the successor is and the successor is and the successor proprior is situated the successor is proof of proper appointment of the successor is the county of county is the successor is and the successor is and and an environted the proprior is situated the successor is a proof of proper appointment of the successor.

property is situated, shall be concurate proof of proof exercised and acknowledged must 3. Trustee accepts this trust when this deed, duty executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any is made in public records as provided by law. Trustee is not obligated to notify any is made in the public records as provided by law. Trustee is not obligated to notify any provide the public records as provided by law. There are not any action or provide the public records and the second state of the second state and provide the public records and the second state of the second state and or proceeding is brought by trustee.

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

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 asvings 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 or property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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and the same against all persons whomsoever. BISEL 83111 IN ON OPEN AGAINST ALL PERSONS WHOMSOEVER. 21591 The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) primarily longerantors personal lamity household or gricultural purposes (see Important Notice below) (b) there an organization or (even it grantor is a natural person) are lor business of commercial purposes other than agricultural to This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legates, 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 neuter, and the singular number includes the plural. CORPORATION, TRUETED as Beneficiary COUNTY, ORECON, described in IN WITNESS WHEREOF, said grantor has bereunto set his hand the day and year first above written You shaves the option? to, cancel your /contract for agreement of sale by notice to the seller until midnight of the seventh day following the 2 10.1 signing of the contract or agreement. 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, 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. If compliance with the Act not required, disregard this notice. c in LTy B. am Popular & (MITNESS) (If the signer of the above is a corporation TERRITORY OF GUAM SS CITY OF AGANA On <u>JUNE 5, 1988</u> before me, the undersigned, a Notary Public in and for the Territory of Guam, personally appeared <u>POHAN</u> <u>PEL</u> known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That <u>He</u> resides at <u>604 GARDENA MELETTE</u> FOR NOTARY SEAL OR STAMP. 3331-314 Ug ddiy sworn, deposed and Balut Inat <u>Fre</u> resides at <u>(A4 GARDGWIA AVS. LATTE</u> <u>HAB GUAN</u> ; that <u>He</u> was pre-sent and saw <u>GMMANUEL R. CUNANAN</u> <u>LENG B. CUNANAN</u> personally known to <u>HIM</u> to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed <u>*His*</u> name and that affiant subscribed (100 the security of AMY COMMISSION EXPIRES 4-3-198) thereto as a witness to said execution AMY COMMISSION EXPIRES \sqrt{c} Signature: 4369 是是PE的ALEADAS-ALEADAS REQUEST FOR FULL RECONVEYANCE The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by usid 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 fo statute; to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together, with said frust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: Beneficiary tor lose or destroy this Trust Deed OR THE NOTE which it secures. Both m for concellation before reco TRUST DEED. entre foreings STATE OF OREGON County of Klamath I certify that the within instrument was received for record on the 20th day of Dec. 19 88 at 3:32 o'clock P.M., and recorded Grantor in book _ on page 21590 or as file/reel number 95097 SPACE RESERVED Record of Mortgages of said County. ROA CHURCH RECORDER'S USE Witness my hand and seal of 1153 miz 3.41. 14 County affixed. analytent to the Local standard and Beneficiary ALLING HOW AFTER RECORDING RETURN TO ASSESSION nta di sairessa al 11 sairessaire Evelyn Biehn, County Clerk mater him, that he is largely feited in fee The gration constants and arrest to and with the heneficarty and those claming nossyre and described real monetry and large raid, unemanifored littled therein

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