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ASYL 32948
TRUST RECD

21653

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THIS TRUST DEED made this 1ST day of JULY 1988 between JOSEPH W LONGA & LORRAINE R LONGA, HUSBAND & WIFE, TENANTS BY THE ENTIRETY, AS APSEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

RECORDED AND INDEXED BY **WITNESS** [REDACTED] A DATE TO BE DETERMINED BY EXAMINER AND BY BUREAU

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

Lot 01 In Block **38** of Tract **1184**, Oregon Shores Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

...and the first time I saw it, I was so taken by its beauty that I had to have it. It's a small, round, yellowish-green stone with a slightly irregular shape and some subtle texture. I've been carrying it around with me ever since, and I feel like it brings me good luck and positive energy.

11 (1) 10 (1) Vinciuus - riedelius, (na parnt yd, stens) 501010 TRACTUS
villers e. de vobis l'ebel mit l'ebel al'ebel et 10 (1) vinciuus - riedelius
et 10 (1) vinciuus - riedelius et 10 (1) vinciuus - riedelius et 10 (1) vinciuus - riedelius
et 10 (1) vinciuus - riedelius et 10 (1) vinciuus - riedelius et 10 (1) vinciuus - riedelius

11. In the following reading, the words in **bold** are **new**. **OLD** WORDS
are words that you already know. **REMEMBER**
to read carefully and to **think** about what you are reading.
Some words have **two** meanings. **TRY** to find the **right** meaning.
Under **each** word, **write** the **right** meaning. **DO** not write the **wrong** meaning.

- 100 E 29 ST

Leptostomella et *Astroleptostomella* sericea ssp. *III*; *Lallemantia* *longistipulata* *Leucotricha* ssp. *III*

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunder 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 a nature herein contained and payment of the sum of **TEN THOUSAND**
FIVE HUNDRED THIRTY-FIVE DOLLARS (\$10,350.00) DUE AND PAYABLE AS PROVIDED IN THIS CONTRACT.

~~beneficiary or holder and made his creditor the final payment of principal and interest herein, if not sooner paid, to be due and payable~~ **AUG 10th 1988**

The above described real property is not currently used for residential purposes.

building or improvement which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor.

11. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting property, if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all legal searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

12. Upon any default by grantor hereunder, beneficiary may at any time, with due notice, either to person, by agent or by a receiver to be appointed by a court, sell without regard to the acreage of any security for the indebtedness hereby created, upon, and take possession of said property or any part thereof, in its own name or, otherwise collect the rents, dues and profits, including those not due and

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazard as the beneficiary may from time to time require in an amount not less than \$10,000.

beneficiary, with loss payable to the latter, all policies of insurance to be delivered to the beneficiary at once as issued, if the grantor shall fail to pay any premium to procure any such insurance and to deliver such policies to the beneficiary within fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not affect or waive any default or notice of default hereunder or invalidate any act done pursuant thereto.

5. Upon payment in full of all amounts due under this instrument, including those paid due and unpaid, and apply the same, less costs and expenses of operation, and collection, including reasonable attorney's fees, subject to paragraph 7 hereof, upon any indebtedness secured hereby, in such order as beneficiary may determine.

ARTICLE 11.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the receipt of any rent or other insurance premium or compensation, or award, for any interest or occupancy of the property, and the application or release thereof at any time, on account of any default or notice of default hereunder, or invalidate any act done pursuant thereto.

12. Upon default by grantor in payment of any indebtedness secured hereby, or in his performance of any agreement hereunder, the beneficiary may do for all uses secured hereby, immediately, due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to fatten lost stock, if so desired.

To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, leases or other charges payable by grantor, either by check payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinabove described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

11. Should the beneficiary elect to foreclose by advertisement and sale then after default as any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.360, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due, under the terms of the trust deed and the obligation secured thereby, including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$30 each) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

6. To pay all costs, fees and expenses of this trust, including the cost of sale as well as the other costs and expenses of the trustee incurred in connection with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this debt, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees provided, however, in case the suit shall be brought by the attorney's fees herein described, the amount of attorney's fees mentioned in this paragraph, 7 in all cases shall be fixed by the trial court or by the court of appeals.

8. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or, in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver at the purchase its deed in form as required by law conveying the property in full, but without any covenant or warranty, express or implied. The record in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, whether or not the trustee, but including the grantor and beneficiary, may purchase at the sale.

9. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for trustee's attorney's fees.

16. In the event that any portion or all of such 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 ordinary portion of the monies payable as compensation for such taking, which is in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs, expenses and attorney's fees, both in the trial and appellate courts necessarily paid or incurred by beneficiary in such 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 request.

17. Trustee accepts this trust, when this deed, duly executed and acknowledged by , public record as provided by law. Trustee is not obligated to hold, 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.

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.

21659

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, household or agricultural purposes (see Important Notice below);
(b) for an organization, or (even if grantor is a natural person) for business or commercial purposes other than agricultural purposes.

This deed applies to, insures 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 wherever the context so requires, the masculine gender includes the feminine 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.

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 date of 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.

[If the signer of the above is a corporation, use the term of acknowledgment opposite.]

TERRITORY OF GUAM)
CITY OF AGANA) SS
)

On JULY 1, 1988 before me,
the undersigned, a Notary Public in and
for the Territory of Guam, personally
appeared ALAN C. LEE,
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 HE
resides at 109 367 PEIRO AGRICULTURAL.
Coverigada, Guam that HE was pre-
sent and saw JOSEPH W. LONGA AND
LORRAINE D. LONGA personally known to
HE 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 to said execution.

Signature: Lee

Witnessed by Alan Lee

FOR NOTARY SEAL OR STAMP

ROMAN C. PEL

NOTARY PUBLIC

In and for the Territory of Guam U.S.A.
My Commission Expires: July 31, 1993

TO: TRUSTEE, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 herewith together with said trust 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:

DATE: 19

REASON: RECOGNITION OF PAYMENT

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

TRUST DEED

Grantor: JOSEPH W. LONGA AND LORRAINE D. LONGA
Beneficiary: EVELYN BIEHN
Beneficiary: CLERK

AFTER RECORDING RETURN TO

331 W. A.T. Circle, P.O. Box 1100, 191

RECORDED TRUST DEED NO. 21659, SIGNED IN THE PRESENCE OF THE NOTARY PUBLIC ON THIS DAY OF JULY, 1988.

STATE OF OREGON
County of Klamath

I certify that the within instrument

was received for record on the

21st day of Dec., 1988,

at 11:56 o'clock A.M., and recorded

in book M88 on page 21658

or as file/reel number 95141.

Record of Mortgages of said County

Witness my hand and seal of

County affixed.

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