	Doed Scries—TRUST DEED (No restrict)	pen # 010329	981	y Publishing Co., Portland, Or, 97204
FORM No. 381-1-Oregon Trust I	Doed Sories-TRUST DEED (No restrict)	of on assignment). TRUST DEED	Val. M89	⊃ags 1059 •€
96210	nnn do this 9	thday of	December	nd wife
THIS TRUST ROBERT V. V	VETHERN. JR. and	LISA G. WETHI	ERN, husband a	as Trustee, and
as Grantor, ASPEN ASIAN PACII	TITLE & ESCROW, FIC, LTD., a Nev	INC. ada corporati	on	, as Trustee, and

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN....

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 SEVEN THOUSAND and No/100-

becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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.

To complete or restore promptly any beconstructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions aftecting said property; if the beneficiary so requests, to tion and restrictions aftecting said property; if the beneficiary so requests, to constructed as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made 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 beneficiary.

tion and restrictions attecting said property; if the observable of the content o

(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 afterence allecting this deed or the lien or harge subordination or other ofference allecting this deed or the lien or harge thereot; (d) property, without warranty, all or any part of the property. The kernetic of the property without warranty, all or any part of the property and thereot. The property is all the services are the person and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Truste's sees for any of the services arentioned in this paragraph shall be not less than a services arentioned in this paragraph shall be not less than a services arentioned in this paragraph shall be not less than a service arentioned in this paragraph shall be not less than a service of the property of any default by grantor hereunder, but reciver to be appointed by a court, and without refard to the adequacy of any security for pointed by a court, and without refard to the adequacy of any security for pointed by a court, and without refard to the adequacy of any security for principle of the property of any part thereof, in its own name sue or often wise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortdage or direct the trustee she in equity as a mortdage or direct the trustee she in execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written satisfy the obligations secure for the said described real property to satisfy the obligations secure hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sate then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by CNS 86.760, may pay to the baneficiary 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 the amounts provided by law) other than such portion of the princepting 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.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 be postponed as provided by law. The trustee may sel said property either in one parcel or in separate parcels and shall sell the said or parcels at until the highest bidder for cash, payable at the time of sale. Trustee shall property so sold; but without any coverant for twarranty, express or inthe the property of the purchaser its deed in form as equired by law conveying the trustee shall be conclusive proof of the trustfulunes thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

So When trustee sells pursuant to the powers provided herein, trustee shall personation of the trustee and a reasonable charge by trustee's cluding the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the furstee and a reasonable charge by trustee's cluding the compensation of the furstee and a reasonable charge by trustee's cluding the compensation of the furstee and a reasonable charge by trustee's attemptive, ill any, to the grantor or to his successor in interest entitled to such surplus.

surplus, it any, to the granter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any time appoint a successor or successors to any trustee named herein or to any successor trustee appointment, and without successor trustee, the latter shall be vested with all full conveyance to the successor trustee, the latter shall be wasted with all full programment. Each such appointment and substitution shall be made by written programment executed by beneticiary, containing reference to this trust deed instrument executed by beneticiary, containing reference to this trust deed and its place of record, which, when recorded in the ollice of the County and its place of record, which, when recorded in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by Jaw. Trustee is not obligated 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 or sovings and loan association authorized to do business uncler the laws 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.

By Deputy

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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.

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 it grantor is a natural person) are for business or commercial purposes other than agricultural 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 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. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. Robert V. Wethern, Jr.
X. J. Wethern, Jr.
Lisa G. Wethern *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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment apposite.) (ORS 93,490) STATE OF OREGON, County of STATE OF OREGON, California , 19...... County of San Bennardino Personally appeared .. January 3 , 1989 Personally appeared the above named..... duly sworn, did say that the tormer is the Robert V. Wethern, Jr. president and that the latter is the..... and Lisa G. Wethern secretary of a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: and acknowledged the foregoing instru-Belor OFFICIAL SEAL

MATHY JONES
KOTAM PUBLIC CALIFORNIA
NOTAM PUBLIC PRICE IN
NOTAM PUB (OFFICIAL Notary Public for Oregon alifornia SEAL) MAAGETEUMIPHISSION EXPIRES: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing trust deed. All sums secured by said TO: 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 DATED: ______, 19....... Beneticiary Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m STATE OF OREGON, TRUST DEED County of I certify that the within instrument was received for record on the _____day of ______, 19_____, at......o'clock.../M., and recorded in book/reel/volume No......on SPACE RESERVED page _____or as document/fee/file/ FOR instrument/microtilm No. RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Top of The

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Carried T

Asian Pacific, Ltd.

12.766 West Oregen Ave Klamath Fallz OR 9760

EXHIBIT "A"

English and an order to the Control of the Control

PARCEL 1:

The Northerly 415 feet of the Westerly 1035 feet of Lot 19, Block 5; also described as Lot 19A, Block 5, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, in the County of Klamath, State of Oregon.

PARCEL 2:

The Southerly 415 feet of the Easterly 1035 feet of Lot 20, Block 5; also described as Lot 20C, Block 5, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, in the County of Klamath, State of Oregon.

PARCEL 3:

The East 575 feet of the West 1035 feet measured along North line of Lot 1, Block 11; also described as Lot 1B, Block 11, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, in the County of Klamath, State of Oregon.

PARCEL 4:

The North 430 feet of the West 1059.15 feet of Lot 3, Block 15; also described as Lot 3A, Block 15, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, in the County of Klamath, State of Oregon.

	ΔE	OPECON:	COUNTY	OF	KLAMATH:	ss.
CTATE	OF.	THE RESIDENT	COOMI	O.	1773 27477 22 224	

J 17 14 1	J 0. 40	_	the	18th	day
	for record at req	nest of Aspen Title Co A.D., 19 89 at 3:47 o'clock P.M., and duly reco		VolM89_	,
of	Jan	of Mortgages on Page 1059 Evelyn Biehn Cou	 -		
		By Queline II	ruel	endere	
FEE	\$18.00				