FORM No. 881-Oregon Trust Deed Series-TRUST DEED. ASpen #02032991 COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAN	ID. OP. 97204
96245 TRUST DEED VOI. M89 Page 1147	,
96245 December 10 88	Between
96245 THIS TRUST DEED, made this 21st day of December 19	Derween
ELEANOR ZIMMERMAN	
as Grantor ASPEN TITLE & ESCROW, INC. , as Trus	tee, and
as Grantor, ASPEN TILLE & ESCROW, THE	
JOAN L. PATTUN	
as Beneficiary, WITNESSETH:	
the second accuracy to trustee in trust with power of sale, the	property
Grantor irrevocably grants, bargains, sells and conveys to indetee in the start, and the sells and conveys to indetee in the start of the sells and conveys to indetee in the sells and	
Grantor irrevocably grants, bargains, sells and conveys to fluster in flust, while per- in KLAMATH County, Oregon, described as: Lot 11. LEWIS TRACTS, in the County of Klamath, State of Oregon.	

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. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the

TWENTY THOUSAND TWO HUNDRED SIXTY FIVE AND 74/100,-

sum of the first interest interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of Note 19. 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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. To protect the security of this trust deed dramtor adverse:

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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 workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs in well allions, covenants, condi-tions and restrictions allecting said property. To comple with all laws, ordinance in the beneficiary so requests, to join in executing such linking said property if the beneficiary so requests, to join in executing such linking sate said any lor tilling same in the proper public oflice or oflices, as well as the cost of all lien searches make by filing olicers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings new or hereafter erected on the said premises against loss or damage by fire and such other hazards as the new flows of angle by fire and such of the as the require, in many said offer hazards as the maintees loss of damage by fire and such offer hazards as the new flows of angle by fire and such as the said preventes against loss or damage by fire

The public offices or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the searchest and the searchest as the the searchest and the search as the the searchest and the search as the search as the searchest and the search as the search as the search and the search as the search the search as the search as the search as the search as the search the search the search as th

It is mutually agreed that: S. In the event that any portion or all of slid property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right, it is of elects to require that all or any portion of the monies payable right, it is of the to require that all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it inst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by bene-biciary 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 com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-liedary, payment of its lees and presentation of this deed and the note lor indorsenent (in case of full reconveyances, lor cancellation), without allecting 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 allecting this deed or the lien or charge thereoi; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereoil. Trustee's lees lor any of the services mentioned in this paragraph shall be not less than \$5. I. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said prop-erty or any part thereoi, in discover and collection, including reasonable attor-ney's lees upon any indebtedness secured hereby, and in such order as ben-ficiary may determine. II. The entering upon and taking possession of said property, the collection of such rest, issues and profits, or the proceeds of life ad other insurance policies or compensation on cleave thereols and to any data do ther insurance policies or compensation or releave thereol as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act dome pursuant to such notice.

insurance policies or compensation or awards for any laking of all mole cure or property, and the application or release thereof as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act dome pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the declare the beneficiary at his election may proceed to loreclose this that deed by in equivisement and sale, or may direct the trustee to foreclose the beneficiary or the boneficiary at his election the trustee to foreclose the theore the event the boneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written forice of default the trustee shall execute and cause to be recorded his written to the obligation the trustee shall execute and cause to be recorded his written to the obligation to there shall execute and cause to be foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a lailure to pay, when due, the default or default. If the default consists of a lailure to pay, when due, the default or default. If the default consists of a lailure to pay, when due, the default or defaults. If the default consists of a lailure to pay, awing the definite or trust deed. In any case, in addition curing the default corts and expenses actually incurred in enforcing the performance required under the

and expenses actually incurred in enforcing the obligation of the 'trust deded together with trustee's 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 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. Trustes shall deliver to the purchase; its deed in form as required by law conveying the property site to ded on any matter states are the sale. Trustes shall deliver to the purchase; its deed in form as required by law conveying the property so sold, but without any covenant fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall deliy the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the truste by the trust deed, (3) to all persons attorney. (2) to the obligation security the interest of the trustee in the trust surplus. If any, to the granter may from time to the and their provided herein the trust surplus. 16. Beneficiary may from time to the any successor or success-trustee the latter shall be vested with all title, powers and duties commend trustee. The latter shall be vested with all title, powers and duties commend under. Unon such appointment, and without conveyance to the successor instruste. Trustee accepts this trust when this deed, duty excurted and abbitiution shall be made by written instrument executed by beneficiary which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duty excurted and obligated to notily any party hereto of proded by law. Trustee is not obligated to notily any party hereto of powereding is brought by tru

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attarney, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan 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 estrow agent licensed under ORS 696,505 to 696,585.

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

NONE

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 or household purposes (see Important Notice below), (b) for an organization, or (even if 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 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.

* 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.

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Q Eleanor Zimmerman) mneina

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(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

TO:

STATE OF OREGON,	STATE OF OREGON,	
733.	County of	
County of <u>KLametun</u>) This instrument, was acknowledged before me on	This instrument was acknowledged before me on	
January 18 6. 19.89, by	19, by	
Eleanor Zinnerman	as	
ALC: OF A	ot	
A P DIOLA day	· · · · · · · · · · · · · · · · · · ·	
Notary Public for Oregon	Notary Public for Oregon	(SEAL
(SEAL) (Ny commission expires: 3-22-89	My commission expires:	

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

....., Trusteo

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 tully 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

DAT	ED:
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Beneficiary

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

	and the second	
TRUST DEED (FORM No. 881) STEVENS. HESS LAW FUR. CO., PORTLAND. OKC.		STATE OF OREGON, County of <u>Klamath</u> ss. I certify that the within instrument was received for record on the 19th. day
Eleanor Zimmerman	SPACE RESERVED	of, 1907, at 10:49o'clockAM., and recorded in book/reel/volume NoM89on
Grantor Joan L. Patton	FOR RECORDER'S USE	ment/microfilm/reception No. 96245, Record of Mortgages of said County. Witness my hand and seal of
Beneficiary		County affixed.
AFTER RECORDING RETURN TO Aspen Title & Escrow, Inc.	ja se	Evelyn Biehn, County Clerk
600 Main Street Klamath Falls, OR 97601	Fee \$13.00	By Qauline Mullender Deputy

9 I	Local File Number 1. DECEDENT'S First NAME	· · · · · · · · · · · · · · · · · · ·	Middle	Laci		· 1	. SEX	3. DATE OF	DEATH (Month, Day, Tod);
	Thon 4. SOCIAL SECURITY NUME	BER 58. AGE - Last Birthday	L 5b. Under 1 Ye	CRUT ar 5c. Under 1 Day	A. BURTHE	LACE (City and S	M Sale or Foreign	Janua 7. DATE OF	ry 13, 1989 BIRTH (Month, Day, Year)
	444-22-6343	(Years) 61	Mos. Days	Hours Mins.	Wrig	ght City	, ок.	1	1 23, 1927
DECEDENT	8. WAS DECEDENT EVER IN U.S. ARMED FORCES?	HOSPITAL: Minpatient				H (Check only o me 🔲 Deced		Other (Spe	cily)
1	So. FACILITY NAME (I? not i	institution, give street and	number)	9c. CIT	TOWN, O	R LOCATION OF	DEATH		9d. COUNTY OF DEATH
2	TOA DECEDENT'S USUAL O	Medical Cente occupation during most of working			amath	L' RUIS	ATUS - Married	12. SPOUSE	Klamath (Il Married, Wicowed)
3	ilie. Do <u>not</u> use reliced.) Tallyman	auring most of working	Lumb	er Mill		Divorced (Spi Marrie		Tosh	
4	13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TO	WN, OR LOCATION		13d. STREET AN	D NUMBER	1	
5	Oregon 13e. INSIDE CITY LIMITS? 13f. Zi	Klamath	ECEDENT OF H	ath Falls	15. RACE	414 U American India White, etc. (Sp	pham S	16. DECEDE	NT'S EDUCATION
6		7601 (Specifi Moxica Specifi)	/ No or Yes - II n, Puerto Rican	yes, specify Cuban, , etc.) 🙀 No 🗌 Yes	Wh		Elemen	ary/Secondar	y (0-12) College (1-4 or 5+)
BONDENTER	17. FATHER - NAME first	middle last	18. MOTHER - N	AME first middle	maide	n 19	1. INFORMANT		relationship to deceased
PARENTS	Thomas E.	Crutchfield	Mac 20b. PLACE OF	DISPOSITION (Name of a	emetery, c		COShiko		field, wife
DISPOSITION	Burial 😡 Cremation	Removal from State	other place	•) h Cremation {	1.1		5	-	s, Oregon
7	Donation Other (S)	RAL SERVICE LICENSEE	-	215, LICENSE NUMBER	22. NAJ	IE, ADDRESS A	ND ZIP OF FA	CILITY	
8	PERSON ACTING AS S		0	(Of Licensee)	0	Hair's F	uneral	Chapel	
9	23. DATE FILED (Month Da	V Dect		3329		5 PINE 5 STRAR'S SKINA			lls, Ore. 97601
REGISTRAR	23. DATE FILED (Monin, P		· .		1 7	lancy	Ken	edy	•
()	25. DID HOSPITAL REPRE	SENTATIVE MAKE REQUE	T FOR ANATON	RICAL GIFT CONSENT?	1	SGIFT MADE		0	
			ter an	a la sta de					
10	TO BE	COMPLETED BY CERTIFY			31a. TIME C		D. DATE PRO		EXAMINER AD (Month, Day, Year, Hour)
"	2:50 A. M	TYes 25KNo				м			M
CERTIFIER	29. To the best of my know due to the cause(s) and (Signature)	wiedge, death occurred at i d manner stated.	he time, date, p	lace and		basis of examini Eme, date, place nature)	and due to 1	estigation, in le cause(s) an	my opinion death occurred id manner stated.
	a Court	Syman		M.D.	-	GNED (Month, L	New Yeart		COUNTY
12	330. DATE SIGNED (Month, 1 January 13				S, DATE S	GRED (Month, 1	Al, (02)		COBATT
13	34. NAHE, TITLE, ADDRES								
14	35. NAME OF ATTENDING	HOWARD, M.D. PHYSICIAN IF OTHER THU	N CERTIFIER	Campus Driv	<u>e, Ki</u> e	matn fa	lis, Ore	gon 97	601
CONDITIONS IF ANY WHICH GIVE	36. IMMEDIATE CAUSE (ENT	TER ONLY ONE CAUSE PER	LINE FOR (a) (I	AND (c)) Do not enter m	ode of dving	. e.a. Cerdiec or	- Resolvatory A/	rest.	Interval between onset
WHICH GIVE RISE TO IMMEDIATE CAUSE	PART (A) PESPIRA	BRH FAILURE							and death
CAUSE STATING THE UNDERLYING CAUSE LAST	DUE TO, OR AS A CO	DNSEQUENCE OF: #1 AP Sy & DED M	a 2005	ana an an An				•	interval between onset and death
I	DUE TO, OR AS A CO	INSEQUENCE OF:	•••••••				۰. ,		interval between onset and death
Contraction of						tobacco use co	ntribute 38.	AUTOPSY 3). If YES were findings considered in datermining cause of desth?
CAUSE OF DEATH	PART OTHER SIGNIFICANT	CONDITIONS -	to care diver	IN FARIT.	1 101	he death?		Yes X No	-
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CAUSE: OF DEATH: 15 16	Conditions contributi	Itu death bui not related	JURY 415. TIM	E OF 41c. INJURY	41d. DES	CRIBE HOW IN.			Yes I No I N/A
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