

Vol. m89 Page

12th day of January, 1989, between

THIS TRUST DEED,  
STEVEN A. WILSON  
as Grantor, ASPEN TITLE & ESCROW, INC.  
NATALIE A. O'MARA  
as Beneficiary,  
WITNESSETH:  
to trustee in trust, with power of sale, the property

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:  
 Lots 7 and 8, Block 7, TRACT NO. 1039, YONNA WOODS UNIT #2,  
 in the County of Klamath, State of Oregon.

**FOR THE PURPOSE OF SECURING PERFORMANCE**

sum of EIGHT THOUSAND AND NO/100----- Dollars, with interest thereon according to the terms of a promissory note dated \_\_\_\_\_ (\$8,000.00) -----, the final payment of principal and interest hereof, if said note shall mature.

To protect the security of this trust deed, grantor agrees:

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, when due all costs incurred therefor.

proper public officers or searching agencies as may be required by law, and shall not be liable to suit by filing officers or searching agencies as may be required by law.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire, theft, lightning, windstorm, hail, flood, earthquake, explosion, riot, civil commotion, sabotage, terrorism, nuclear energy, war, atomic energy, and all other hazards as the beneficiary may from time to time require, in the amount of \$100,000.00, insurable value

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon any part of such taxes, assessments and other charges, the undersigned hereby deliver receipts therefor.

6. To pay all costs, fees and expenses of this trust including the title search as well as the other costs and expenses of the trustee in enforcing this obligation and trustee's and attorney's fees.

7. To appear in and defend any action or proceeding brought or to be brought by or for the beneficiary or trustee, and in any action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding for the foreclosure of this deed, to pay all costs and expenses incurred by the beneficiary or trustee's attorney's fees and costs in connection with this deed, in all cases where the beneficiary or trustee actually incurred.

It is mutually agreed that:

9. At any time and from time to time upon written request or compensation, promptly upon beneficiary's request.

(a) consent to the making of any map or plat of said property; (b)

10. Upon any default by grantor hereunder, beneficiary may at any time, by notice, either in person, by agent or by a receiver to be appointed by the court, require the grantor to execute a deed conveying the property to the beneficiary, and the deed so executed shall be conclusive proof of the truthfulness thereof. Trustee's fees for any services mentioned in this paragraph shall be not less than \$5.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurances, or compensation or awards for any taking or damage of the premises or compensation or awards for any taking or damage of the premises, shall not constitute a taking of the property for public use, nor shall it be deemed to be a taking of the property for public use, nor shall it be deemed to be a taking of the property for public use.

12. Upon default by grantor in payment of any indebtedness secured hereby or upon performance of any agreement hereunder, time being of the essence, the beneficiary shall have the right to demand and/or performance, the beneficiary may sue for specific performance of the obligations herein stated payable. In such event, the beneficiary shall be entitled to recover all costs and expenses incurred.

the trustee shall cause the said described real property to be sold by public auction and his election to sell the said described real property shall fix the time and place of sale and he shall execute all documents necessary to carry out the foregoing and shall be secured hereby whereupon the trustee shall fix the time and place of sale and shall give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

14. Otherwise, the sale shall be held on the date and at the time specified in the notice of sale or the time to which said sale is adjourned.

[illegible][illegible]

beneficial interest shall be made of record in the county in which, when recorded in the mortgage records of proper authority, the property is situated, shall be conclusive proof of proper assignment.

17. Trustee accepts this trust when this deed, duly executed by the grantor, is filed of record as provided by law. Trustee agrees to execute all documents required by law to carry out any other duties imposed upon him or her by law.

acknowledged is made a public sale, the party hereto of pending sale unit.

obligated to notify any party hereto in which grantor, beneficiary or proceeding in which grantor, beneficiary or proceeding is brought by trust.

trust or of any action or proceeding shall be a party unless such action or proceeding is brought by trust.

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 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 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 696.535.



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

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.

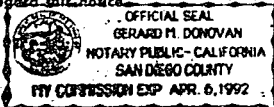
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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.

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

*Steven A. Wilson*  
STEVEN A. WILSON



STATE OF ~~OREGON~~, CALIFORNIA  
County of SAN DIEGO } ss.

This instrument was acknowledged before me on  
January 17, 19 89, by

*Gerard M. Donovan*  
Notary Public for ~~OREGON~~  
CALIFORNIA

My commission expires: 4-6-1992

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
19 \_\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, 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 \_\_\_\_\_

DATED: \_\_\_\_\_, 19 \_\_\_\_\_

Beneficiary

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

(FORM No. 881)  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Steven A. Wilson

Grantor

Natalie A. O'Mara

Beneficiary

AFTER RECORDING RETURN TO  
Natalie A. O'Mara  
2059 Lakeshore Drive  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$13.00

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 23rd day of Jan., 19 89, at 11:24 o'clock AM., and recorded in book/reel/volume No. MS9 on page 1303 or as fee/file/instrument/microfilm/reception No. 96328, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Audrey Mulinder* Deputy