

as Beneficiary,

WITNESSETH:

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:

Lot 41, Block 1, BELLA VISTA - TRACT 1235, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3507 007DD 01000

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 the above described real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE SUM OF SEVENTEEN THOUSAND SIX HUNDRED AND NO/100***** DOLLARS WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSORY NOTE DATED 12/17/98 BY THE FIRST NAMED GRANTEE TO THE SECOND NAMED GRANTEE.

sum of SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 Dollars, with 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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of which shall be made as per terms of note as per terms of note, 19____.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the initial installment 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.

shall become immediately due and payable.

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

1. To protect, preserve and maintain the existing building and improvements thereon, and repair; not to remove or demolish any building or improvement thereon, nor to commit or permit any waste of said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to pay the cost of such repairs, alterations, improvements, and expenses, destroyed thereon, and pay when due all costs incurred therefor.

proper public office or offices, and the agencies as may be deemed desirable by the
by filing officers or searching agencies as may be deemed desirable by the
beneficiary.

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 hazards as the beneficiary may from time to time require, in
an amount not less than \$ vacant land loss payable to the latter; all
companies acceptable to the beneficiary; and to the beneficiary as soon as insured;
policies of insurance shall be delivered to the beneficiary now or hereafter placed on said buildings,
if the grantor shall fail or for any reason to procure any such insurance and to
deliver said policies to the beneficiary at least fifteen days prior to the date
of any policy of insurance now or hereafter placed on said buildings. The amount
the beneficiary may procure the same at grantor's expense. The amount
collected under any fire or other insurance policy may be applied by bene-
ciary 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 cure or waive any default or notice of default hereunder or invalidate any

[illegible][illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its full reconveyances, for cancellation), without any endorsement (in case of full reconveyances for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, (b) join in (a) consent to the making of any map or plat of said property;

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The person or persons may be described as the "person or persons" and the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the above shall be less than \$5.

10. Upon any default by grantor hereunder, or by a receiver to be appointed by a court, or by a receiver secured, enter upon and take possession of the property or any part thereof, in its own name sue for and collect the rents, issues and profits, including the interest on the sums so advanced, and the costs and expenses of the operation and collection, including reasonable attorney's fees, and the costs and expenses of the operation and collection, and in such order as a receiver may deem proper.

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

[illegible][illegible][illegible]

shall "conclusively" be sold, but without any covenant or warranty, shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When the proceeds of sale to payment of (1) the expenses of sale, in shall apply the balance of the compensation of the trustee and a reasonable charge by trustee's closing, (2) to the obligation secured by the deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust, (4) the deed as their interests may appear in the order of their priority and (5) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor trustee appointed here- to by any trustee named herein or to any successor trustee appointed here- under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appoint- ment, and substitution made by a written instrument executed by the beneficiary, and which is recorded in the mortgage records of the county or counties 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 law. 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 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 696.555.

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 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

Robert A. Myers
Robert A. Myers
Angella M. Upegui
Angella M. Upegui
Steven Wilsey
witness Steven Wilsey

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES

On this the 30 day of MARCH, 1989 before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN WILSEY, personally 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 STEVEN WILSEY * * * resides at TARZANA, CA

HE was present and saw ROBERT A. MYERS & ANGILLA M. UPEGUI * * * that personally known TO HIM to be that 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 Terri L. Allen

FOR NOTARY SEAL OR STAMP



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. 681)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Myers/Upegui
1912 Sharpshooter Ln
Torrence, CA 90505
Grantor

Legget
4861 Adverne
Klamath Falls, OR 97603
Beneficiary

AFTER RECORDING RETURN TO

MTC
P.O. Box 5017
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 12th day of April, 1989, at 1:57 o'clock P.M., and recorded in book/reel/volume No. 189 on page 6189 or as fee/file/instrument/microfilm/reception No. 988998, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE
By Deputy