FORM No. 881-Oregon Trust Deed Series-TRUST DEED. Aspen #01033194 COPYRIGHT 1968 STEVENS-NEES LAW PUB. CO., PORTLAND, OR, 97204

19.89 , between

THIS TRUST DEED, made this <u>10th</u> day of <u>March</u> 99074 RON MERRY

00

 $\underline{\circ}$

> ----0

ASPEN TITLE & ESCROW, INC. as Grantor, ASPEN TITLE & ESCROW, INC. MIRACLE BUILDERS, CO., and Oregon Corporation

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

Lot 15, Block 1, MIRACLE MANOR, in the County of Klamath, State of in Klamath

Oregon.

The date of mainling or the event the within description in this thaving becomes due and payable. In the event if the secure of a site o

pellate court shall adjudge reasonable as the beneficiarys or irustees autor-ney's tees on such appeal. It is nutually agreed that: 8. In the event that any portion or all of said property shall be taken right, if it is only the event that all or condemnation, brocherty shall have the accompensation for such taking, which are increases of the amount rajured to compensation for such taking, which are increases of the amount rajured is compensation for such taking, which are increases of the amount rajured incurred by granthin such proceedings, shall be paid to beneficiary and to pay all trasonable costs, expenses and expenses and attorney's fees, applied by it fluid and applicate costs and expenses and attorney fees, incurred by granthin such proceedings, shall be necessarily paid or indebtedness flicitry in such proceedings, and the nits own expense, to lake such actions accured herein instruments a shall be necessary in obtaining such actions and execut such instruments a shall be necessary in obtaining such actions and execut such instruments a shall be necessary in obtaining such actions incurred by its time and frame to time upon written request of bene-ticitry, asyment of its fees and presentation of carteriations, without attectuar inclustent (in case of the locomycauses for carteriation), without attectuar inclustent in the marking of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in

(h)

, as Trustee, and

Funding any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) are reconveyance may be described as the "persons parted if the property. The subordination or other restriction is the second as the "persons of the recent and thereor and the recent an

property, and the application or release thereof as aloresaid, shall not cure or waive any delault or notice. 12. Upon delault by frantor in payment of any indebtedness secured instant to such notice. 13. Upon delault by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the declare all sums secured hereby immediately due and payables. It such an essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payables. It such an essence with respect to such pay direct the trustee to pursue any we. In the event advertisement and alle, or may direct the beneficiary may have. In the event advertisement and alle, or may direct the beneficiary may have. In the event advertise shall ow or in equity, which vertisement and sale, the beneficiary or emedy, either all the source of the trustee to pursue any either event advertises shall ow or in equity, which vertisement and sale, the beneficiary or remedy, either all the trustee and property to satisfy the obligation the trustee shall ows or the trustee and property to satisfy the obligation the trustee shall ow set the said described real property to satisfy the obligation in the maximum prior to days before the date the trustee conducts the 13. At my time prior to days before the date the trustee or pay, when dire sale, the drantor or any other person so privileded by ORS 86.753, may cure sale, and the the time of the detault may her our day when dire not the anotor or any other person so privileded by ORS 86.753, may cure and the anot or deal of the gain of the detault may and that is capable of the detault or detaults. If the detault may are detault my the obligation of the anot or deal of by tendering the performance required under the not the and no detault and the detault may not detault on the date may be cured by any case, in addition to curing the detault or being the reson effecting the cure shall pay to the beneficiary and oblig

into expresses defining incurred in entropy in entropy of the consistence of the rest of the set o

having records and appear in the order on the interest entitled to such deed as their interests may appear in the order on the interest entitled to such surplus. If the granter of to his successor in interest entitled to such surplus. If the granter of the interest entitle as a successor sors to any such appointment, and without conveyance duries conferred trustee, the latter shall be vested init. All title, powers of such appointment relations and the second of the successor provides the successor which, when recorded in the mortage records of the county or counties in which, when recorded in the mortage records of the county or counties in which, when recorded in the mortage records of the county or counties in which, when recorded in the mortage records of the successor trustee, the property is situated, shall be conclusive proof of proper appointment which the property is situated, while to solve appointment which due to account the successor trustee, acknowledged is made a public tool as provided by law. Trustee is not which the successor trustee, and provide to solve when the device when entering with under any other deed and the successor trustee, and prove any other of general when the device, beneficiary or trustee the successor trustee accepts when the when the state when the device the device of the state the setting of the state the state of proper appointment when a property are accepted when the tool as provided by law. Trustee is not when the successor trustee, and prove any other devices and the state to use the avery action or proceeding is brought by trustee, shall be a party unless such action or proceeding is brought by the device the state the state of the state state and the success acception of the state appointed by the device the state the state of the state and the state of the state appointed by the device the state shall be a party unless such action or proceeding is brought by the device the state of the stat

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bor. a bank, rust company or saving's and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, it subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an estrow agent licensed under ORS 676.505 to 696.586.

6345 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. 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 il 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 creatior 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 disclosure; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. 1 Or RON MERRY (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON. County of County of has angel This instrument was acknowledged before me on This instrument was acknow edged before me on ,19....., by Ron Merry 19 8. 9. , by ... JOAN WILLIAMS NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY Notary Public for Oregon My Comm. Expires May 28, 1992 Notary Public for Oregon Ca (SEAL) My commission expires: My commission expires: 5-28-92 (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. то:, 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: Beneficiary ot 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 m TRUST DEED STATE OF OREGON. (FORM No. 881) County ofKlamath SS. AW PUB. CO., PC I certify that the within instrument was received for record on the ...14thday at 10:46 o'clock ... AM., and recorded Grantor SPACE RESERVED in book/reel/volume No.M89...... on FOR page6344 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No......9907.4 Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO Aspen Title. Attns Collection Dept. County affixed.Evelyn.Biehn, County Clerk

Fee \$13.00

By Daulence Mallendele Deputy