99267

FORM No. 881—Oregon Trust Deed Series—TRUST DEED.

MTC-71156P SECOND TRUST DEED

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Vol. m89 Page 6702 🏶

KENNETH MOUSSEAU & ROSE MOUSSEAU, husband and wife as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY ...

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath

County Oregon described as: County, Oregon, described as:

Lot 1, Block 7, ORIGINAL TOWN OF MERRILL, according to the official plat thereof on in file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 4110-2DD-300

becomes due and payable. In the event the sold, conveyed, assigned or alienated by the grantor without lirst hav sold, conveyed, assigned or alienated by the grantor without lirst hav sold, conveyed, assigned or alienated by the grantor agrees:

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

To protect, preserve and maintain said property in good condition and repairs not occurred to restore promptly and grantor agrees.

To complete or restore promptly and be constructed, damaged or manner any building or improvement whereon, and pay when due all obts incurred therefor.

destroyed thereon, and pay when due all obts incurred therefor.

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3. To comply with all laid property; if the beneficiary so requests, to tions and restrictions all facing as attements pursuant to the Uniform of the proper public officer or offices, as well as the cost of all on exacthes made the proper public officer or offices, as well as the cost of all one exacthes made the proper public officer of such and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time required and such other hazards as the beneficiary and from the latter; all companies acceptable to the beneficiary and the such property in the such pays the continuously maintain insurance and to it the frait all or any reson to procure any policy of insurance now or hardlere placed on said buildings, policies to the beneficiary are least to grantor's expense. The amount it is the frait and the property before any part and property before any p

ney's lees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation, beneficiary shall have the right is so elects, to require that all or any portion of the monies payable accompensation for such taking, which are in excess of the amount required to pay all reasonable costs, expense and attorney's lees necessarily paid on pay all reasonable costs, expense and attorney's lees necessarily paid in courted by grantor in such proceedings, shall be paid to beneficiary and incurred by the payable to the paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's repeated upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

At any time and from time to time upon written request of beneficiary, payment of its lees and presentation of this deed and the note for leading the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness.

granting any casement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The thereof; and any teconveyance may be described as the "person or persons granted in any reconveyance may be described as the "person or persons deadly entitled thereto," and the recitals there of any matters or facts shall be conclusive proof of the truthfulness there of Trustee's lees for any of the conclusive proof of the truthfulness there of the sans \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services may detail to grant or by a receiver to be apprinted by a court, and without regard to the adequacy of any security for 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 property in the rest of the part of the same of the property 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 thre and of the insurance policies or compensation or awards for any taking or damage of the property, and the application or clease thereof as aloresaid, shall not cue of waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby and the application of the property in the property of the property in the property of the property of the property of the prope

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.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the sessence with expect to such payment and/or performance, the beneficiary may sessence with expect to such payment and/or performance, the deneficiary may have an appeared to such a payment and payable. In such an declare all sums secured hereby immediately due and payable. In such an devertisement and sale, or may direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to loreclose by advertisement and sale, the beneficiary the beneficiary elects to loreclose by advertisement and as lee, to the said described the treatment of the secured hereby whereupon the treatment and proceed to foreclose this trust deed not be secured hereby whereupon the trust health lix the time and place of sale, give some secured hereby whereupon the trust had proceed to foreclose this trust deed in ORS 6.735 to 86.795.

In the manner provided in ORS 6.735 to 86.795.

In the manner provided in ORS 6.735 to 86.795.

In the manner provided in ORS 6.735 to 86.795, may cure sale, the grantor or any of the default consists of a lailure upon young the sale, and at any time prior of 5 days before the date the trustee conducts the sale, and at any time prior of 5 days before the date the trustee conducts the sums secured by the trust deed, the default may be only paying the sums secured by the trust deed, the default may be only paying the sums secured by the trust deed, the default may be only paying the being cured may accured by tendering the performance required under the being cured may accured by tendering the performance required under the being cured

and expenses actually most the sale shall be held on the date and at the time and 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 parcels and shall sell the parcel or parcels at one parcel or parcels and shall sell the parcel or parcels at the time of the parcel or parcels at the time of the parcel or cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to sold, but without any covenant or curranty, express or interpretation of the parcel of the parcel of sale to payable at the trustee, but including of the trustee thereof. Any person, escluding the trustee, but including of the trustee sells pursuant to the parcel provided herein, trustee shall parly the proceeds of sale to payable of the expenses of sale, including the compensation of the trustee are reasonable charge by trustee sluding the compensation of the trustee are treasonable charge by trustee sluding the compensation of the trustee are treasonable charge by trustee sluding the supply the superson of the trustee are corrected by the trust deed, (3) to all persons attorney (2) to the obligation secured by the trust deed, (3) to all persons attorney (2) to the obligation secured by the trust deed, (3) to all persons attorney (3) to the payable or to the interest of the trustee in the trust and their interests may appear in the order of their priority and (4) the supply the trustee and their interests may appear in the order of their priority and (4) to all persons and the supply the trustee and their interests may appear in the order of their priority and (4) the supply the supply the trustee and their interests may appear in the order of their priority and (4) the supply the supply the trustee and their interests may appear in the order of their priority and (4) the supply the su

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or successor to the successor to the successor trustee appointed here and trustee, the latter shall be vested with all title, powers and duties conterned trustee the latter shall be made by written instrument executed by beneficiary and substitution shall be made by written instrument executed by beneficiary which, when recorded in the mortdage records of the country or countries 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 trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

attorney, who is an active member of the Oregon State Bar, a bank, trust company agon or the United States, a title insurance company authorized to insure title to real tales or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, or savings and loan association authorized to do business under the laws of Oregon or to property of this state, its subsidiaries, affiliates, agents or branches, the United States or an original state.

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 EXCEPT PRIOR TRUST DEED RECORDED IN VOLUME M86, PAGE 17224, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, WHICH BUYER HEREIN AGREES TO ASSUME AND PAY.

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),

**EXPLAIMMENTAL MARKETS AND MA

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 gender includes the feminine and the neuter, and the singular number includes the plural.

secured hereby, whether or not named as a beneficiary here gender includes the feminine and the neuter, and the singular	beneficiary snail mean the holder and owner, including pledgee, of the contra ein. In construing this deed and whenever the context so requires, the masculi- lar number includes the plural.
IN WITNESS WHEREOF, said grantor h	has hereunto set his hand the day and year first above written.
	the neredified set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete by the	
not applicable; if warranty (a) is applicable and the beneficiary is as such word is defined in the Tenth in Le.	(a) or (b) is Africal Mansacar
as such word is defined in the Truth-in-Lending Act and Regula beneficiary MUST comply with the Art and Regula	is a creditor Stion Z, the Kenneth Mousseau
beneficiary MUST comply with the Act and Regulation by makin disclosures; for this purpose use Stevens New Factors	ng required
disclosures; for this purpose use Stevens-Ness Form No. 1319, or If compliance with the Act is not required, disregard this notice.	equivalent.
is required, disregard this notice.	Lasa M. Laure
	x cour cousses
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	Rose Mousseau
STATE OF OREGON,	
,	STATE OF OREGON,
. County of Klamath ss.	Countries 5
This instrument was acknowledged before me on	County of
4-14-27	This instrument was acknowledged before me on
Kenneth Mousseau & Rose Mousseau	19, by
	as
	of
$\omega \stackrel{j}{\sim} 2$	of
The Dimelardnense.	
Notary Public for Oragon	
(SEAL)	Notary Public for Oregon
My commission expires: 8-16-92	My commission expires: (SEAL
REQUEST	T FOR FULL RECONVEYANCE
To be used anti-	L LO
	ly when obligations have been poid.
TO:	7
herewith together with said trust deed) and to reconvey, with estate now held by you under the same. Mail reconveyance a	ndebtedness secured by the foregoing trust deed. All sums secured by said be directed, on payment to you of any sums owing to you under the terms of ces of indebtedness secured by said trust deed (which are delivered to you out warranty, to the parties designated by the terms of said trust deed the and documents to
DATED: , 19	
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	Donalist
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.	
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.	Beneficiary Both must be delivered to the trustee for cancellation before reconveyance will be made.
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TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO PORTLAND. ORE.	STATE OF OREGON, County of
TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. Kenneth & Rose Mousseau	STATE OF OREGON, County of Klamath I certify that the within instrument
TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. Kenneth & Rose Mousseau	STATE OF OREGON, County of
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TRUST DEED [FORM No. 881] STEVENSINESS LAW PUB. CO PORTLAND. ORE. Kenneth & Rose Mousseau Clo P O BOX \$15 Mirrill OF 17633 Grantor SP. Barry L. Hobbs	STATE OF OREGON, County of Klamath series for concellation before reconveyance will be made. STATE OF OREGON, County of Klamath series for control of the 20th day of April 1989, at 3:12 o'clock P.M., and recorded in book/reel/volume No. N89. on page 6702 or as fee/file/instru-
TRUST DEED (FORM No. 881) STEVENSINESS LAW PUB. CO., PORTLAND, ORE. Kenneth & Rose Mousseau Clo P O BOX 815 MEYVILL OR 57633 Grantor Barry L. Hobbs 3655 SW Rake Grove Ave #19	STATE OF OREGON, County of
TRUST DEED [FORM No. 881] STEVENSINESS LAW PUB. CO PORTLAND. ORE. Kenneth & Rose Mousseau Clo P O BOX \$15 Mirrill OF 17633 Grantor SP. Barry L. Hobbs	STATE OF OREGON, County of
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TRUST DEED [FORM No. 881] STEVENS.NESS LAW PUB. CO. PORTLAND. ORE. Kenneth & Rose Mousseau Clo PO BOX \$15 (MEYrill OR 47633 Barry L. Hobbs 3855 SW Rake Grove Ave #19 RE Lake Oswego, OR 97035	STATE OF OREGON, County of Klamath ss. I certify that the within instrument was received for record on the 20th day of April o'clock P.M., and recorded in book/reel/volume No. N89 on page 6702 or as fee/file/instrument/microfilm/reception No. 92267, Record of Mortgages of said County.
TRUST DEED [FORM No. 881] STEVENS.NESS LAW PUB. CO. PORTLAND. ORE. Kenneth & Rose Mousseau Clo P O BOX \$15 (MEYrill OR 47633 Barry L. Hobbs 3855 SW Rake Grove Ave #19 Cake Oswego Ok 97035 Beneticiary	STATE OF OREGON, County of Klamath ss. I certify that the within instrument was received for record on the 20th day of April 1989 at 3:12 o'clock P. M., and recorded in book/reel/volume No M89 on page 6702 or as fee/file/instrument/microfilm/reception No. 99267, Record of Mortgages of said County. Witness my hand and seal of

Fee \$13.00

By Danda de Machtenaiste Deputy

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