

99882

Aspen 89771

TRUST DEED

V01289 Page 7817

After recording return to: BENEFICIARY: Mellon Financial Services Corporation

Branch Office 2603 Crosby Avenue
address

Klamath Falls, OR 97603

Grantors (Borrowers) David W. & Deborah Twogood

name

2415 Pine Grove Rd.

address

Klamath Falls, OR 97603

The Grantors above named are indebted upon their promissory note dated 5/4/89 in the principal amount of \$ 5000.00 to the Beneficiary named above at the above office and evidencing a loan made by said Beneficiary in the actual amount of the principal thereof. By the terms thereof default in making any payment shall, at the option of the holder of the note and without notice or demand, render the entire sum remaining unpaid thereon at once due and payable.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note, and any note or notes executed and delivered to Beneficiary by Grantors at any time before the entire indebtedness secured thereby shall be paid in full, evidencing either a future loan by Beneficiary or refinancing of an unpaid balance of the note above described or renewal thereof, or both such

future loan and refinancing. Grantors hereby convey to Trustee, Aspen Title and Escrow in trust with power of sale the following described property:

A parcel of land, situated in the Northeast one-quarter of the Northwest one-quarter of Section 9, Township 39 South, Range 10 East, Willamette Meridian, in Klamath County, Oregon.

SEE ATTACHED EXHIBIT "A"

The Grantors covenant to the Beneficiary that they are the owner of said property free of all encumbrances except

Klamath First Federal Savings and Loan Assn.

and that they will warrant and forever defend the same against all persons.

Grantor warrants that the Real Property described herein is not used for agricultural, timber, or grazing purposes.

The Grantors agree: to maintain the property in good condition, not to remove or demolish any building; to provide insurance on the buildings now or hereafter erected in an amount of not less than the principal balance due upon this note or any note hereafter given for which this trust deed shall be security, said insurance to name the Beneficiary as the loss payee to the extent of an outstanding indebtedness, the policy to be delivered to the beneficiary; to keep the property free of all liens of any nature and to pay all taxes and assessments levied upon the property. In the event of the Grantors' failure to pay any taxes or liens, the Beneficiary may do so and add said sums to the Grantors' obligation at the rate of interest described thereon to be paid on the demand of the Beneficiary. In the event the right of eminent domain or condemnation is exercised in regard to said property any moneys received from said proceeding shall be applied to the above indebtedness until it is paid in full. If the Grantor sells or transfers the above described property such sale or transfer shall be an event of default.

Upon default by the Grantor hereunder, it is agreed Beneficiary may at any time enter upon and take possession of said property and may either proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the Trustee to foreclose this trust deed by advertisement and sale in the manner provided for foreclosing a trust deed in ORS 86.705 to 86.795. Upon the foreclosure the Trustee shall apply the proceeds of the sale first to expenses of the sale, including reasonable attorney fees and compensation of Trustee in the proceeding, then to the obligation secured by the trust deed, then to all recorded liens subsequent to the interest of the Trustee as they may appear in the order of their priority and the surplus, if any, to the Grantors, or to their successors and interests entitled to such surplus.

The Beneficiary may from time to time appoint a successor or successor trustees. The successor trustee upon such appointment shall be vested with all title, powers and duties of the Trustee herein named. Grantors agree to pay all filing fees as well as the costs and disbursements in any proceedings to enforce this obligation.

Receipt of an exact copy of this document is hereby acknowledged by the undersigned.

State of Oregon)

County of Klamath : ss:

Personally appeared the above named)

David W. & Deborah Twogood

and acknowledged the foregoing instrument

to be their

voluntary act and deed

Notary Public for Oregon

(seal) 29 Feb 91

My Commission expires

David W. Twogood
Grantor

Deborah R. Twogood
Grantor

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 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 name. Mail reconveyance and documents to

Dated: _____, 19 _____

Beneficiary

EXHIBIT "A"

A parcel of land, situated in the Northeast one-quarter of the Northwest one-quarter of Section 9, Township 39 South, Range 10 East, Willamette Meridian, in Klamath County, Oregon; being more particularly described as follows:

Beginning at a 1/2" rebar from which the one-quarter corner of Sections 4 and 9 bears North 37 degrees 23' 24" East - 1081.28 feet; thence South 58 degrees 32' 00" East - 207.30 feet to a 1/2" rebar; thence South 00 degrees 06' 00" West - 193.83 feet to a 1/2" rebar; thence South 89 degrees 28' 30" West - 177.00 feet to a 1/2" rebar; thence North 00 degrees 06' 00" East 300.41 feet to the point of beginning.

TOGETHER with a 25 foot easement along the West side of that property conveyed in Deeds recorded March 1, 1963 in Book 343 at page 412 and 415. Microfilm Records of Klamath County, Oregon, for road, public utilities, fire control.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 8th day of May A.D., 19 89 at 10:52 o'clock AM., and duly recorded in Vol. M89, of Mortgages on Page 7817.

FEE \$13.00

Evelyn Biehn, County Clerk

By Pauline Mullins