

MTL-21376K

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FROM THIS

THIS TRUST DEED,
RONALD H. ROBBINS

RONALD H. ROBBINS

made this

18th

day of

May

1989, between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
RICHARD SNYDER

RICHARD SNYDER and MAXINE E. SNYDER, husband and wife
as Beneficiary,

Grantor irrevocable

in Klamath

County, Oregon, described as:

Lot 12 subdivision plat of Block 125, MILLS ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of NINE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 Dollars

note of even date herewith, payable to beneficiary or _____ Dollars

not sooner paid _____ Dollars

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property;
2. To complete or restore, in any manner any building or improvement thereon.

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) convey, without warranty, all or any part of the property to the grantee in any conveyance may be withheld as the "person" of persons legally entitled thereto, and the recitals thereof. Trustee fees for persons a conclusive proof of the truthfulness thereof. Trustee fees for matters or facts so persons mentioned in this paragraph shall be not less than \$5.00.

10. Upon any default by grantor, the Trustee shall be entitled to the time without penalty or interest, and shall be entitled to the full amount of the

5. To provide and continuously maintain insurance on the buildings and premises owned 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 by the policies of insurance shall not be less than \$ full insurable value and the policies of insurance shall be delivered to the beneficiary as soon as insured, and if the grantor shall fail or refuse to deliver to the beneficiary as soon as insured, all of the said policies to the beneficiary or any reason to procure any such insurance, all of the said policies of insurance now or hereafter placed on or to the expiration of the beneficiary may procure the same or hereafter placed on or to the expiration upon any indebtedness or other insurance grantor's expense. If any determination, or at option of the beneficiary may be applied by the grantor at any time, there may be released to the beneficiary the entire amount as beneficiary at any time waive any default or notice of default hereunder. If the grantor shall done pursuant to such notice.

5. To keep said premises free from construction liens and other claims against said property before any part of such taxes, assessments or insurance premiums, due or delinquent on said taxes, assessments or insurance premiums, shall grantor fail to make payment of such taxes, assessments or insurance premiums, other charges payable by grantor, either by the amount thereof, with interest, at its option, make payment thereon, which to be added to the obligations described in paragraph 6 and 7 of this deed, shall be added to and become a part of the notes and mortgages hereinafter made and secured by the obligations arising from the obligations described, as well as the principal sum of the note secured by the obligations described, and all such payments shall be bound to the property described, and the nonpayment thereof shall, at the option of beneficiary, constitute a breach of this trust deed.

6. To pay all

6. To pay all costs, fees and expenses of this trust including the cost of search as well as the other costs and expenses of the trustee incurred in enforcing this obligation and to

[illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken for the right of eminent domain or condemnation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies payable in compensation for such taking which are in excess of the amounts payable for reasonable costs, expenses and attorney's fees necessarily paid or incurred by it for such proceedings, shall be paid to beneficiary and not to the trial and appellate courts, necessarily paid expenses and attorney's fees for such proceedings, and the balance apportioned or incurred by beneficiary; and grantor agrees, at its own expense, to execute such instruments as may be required to carry out the intent of the foregoing.

At any time and from time to time upon written request of beneficiary (in case of full reconveyances, for cancellation), without affecting the right of any person for the payment of the indebtedness, trustee may make any map or plat of said property; (b) give

granting any easement or creating any restriction thereon; (c) join in any 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 grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any "person or persons" be conclusive proof of the truthfulness of the same. The person or persons services mentioned herein shall be deemed to be the person or persons named or expressed therein, or

[illegible]

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 insurance policies, compensation or awards, or the proceeds of fire and other property, and the application or release thereof for any taking or damage of the same, shall not constitute a breach of this lease, and no forfeiture shall be made pursuant to such notice.

[illegible][illegible][illegible]

Apply the proceeds of sale to payment of the powers provided herein, trustee may: (2) to the obligations of the trustee and a reasonable charge by trustee, including recorded liens subsequently secured by the trust, and, (3) to all persons as their interests may appear in the interest of the trustee in the trust assets, if any, to the grantor or to the estate of the grantor.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without prejudice to the success of the latter shall be vested with all title, powers and duties conferred on any trustee herein named or appointed hereunder. Each such appointment shall be made by a written instrument, duly executed and recorded in the mortgage records of the county of San Diego when recorded in the mortgage records of the county of San Diego the property situated in the mortgage instrument executed by appointment of the property situated, shall be conclusively presumed to be a beneficiary. A successor trustee, if any, shall be conclusively presumed to be a beneficiary.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made: a public record as provided by law. Trustee is not required to notify any party hereto of pending sale under any other deed or of any action or proceeding in which grantor, beneficiary or trustee is 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 or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585, or property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or a title insurance company authorized to insure title to real property in this 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 Mortgage Mortgage dated May 10, 1974, recorded May 13, 1974, in Volume M74, page 5979, Microfilm Records of Klamath County, Oregon, in favor of State of Oregon, represented and acting by the Director of Veterans' Affairs 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).

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 acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on May 18, 1989 by

RONALD H. ROBBINS

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON,

County of

This instrument was acknowledged before me on

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as

of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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

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

FOR STEVENS-NESS LAW, PUBL. CO., PORTLAND, ORE. 97201

RONALD H. ROBBINS

2545 Orchard Street
Klamath Falls, OR 97601

Grantor

RICHARD SNYDER and MAXINE E. SNYDER

P.O. Box 591

Cathlamet, WA 98612

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 23rd day of May, 1989, at 9:32 o'clock AM, and recorded in book/reel/volume No. M89 on page 8881 or as fee/file/instrument/microfilm/reception No. 480, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Evelyn Biehn, Deputy

Fee \$13.00