

10476 80 2-11-57

THIS TRUST DEED made this _____ day of _____
 FRED B. WEILER & EVELYN M. WEILER, husband and wife or the survivor

as Grantor,
JEFFERY W. BRUMBACH

WITNESSETH:

in Klamath County, Oregon, described as
 Lot 27, Block 22, OREGON SHORES SUBDIVISION - UNIT 2 - TRACT NO. 1113, according
 to the official plat thereof on file in the office of the County Clerk of Klamath
 County, Oregon. DEED

THE FBI HAS BEEN ADVISED THAT THE NAME OF THE PERSON WHO IS CURRENTLY BEING SEARCHED FOR IN THE UNITED STATES IS "JOHN EDWARD GALT".

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ELEVEN THOUSAND TWO HUNDRED AND NO/100*****

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

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.....and....., written in

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to make payment of any taxes, assessments and other charges.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

It is mutually agreed that:

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note to endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without the necessity of a judgment of any security for the performance of this obligation, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, after payment of the costs of suit, to the satisfaction of the indebtedness, less costs and expenses of operation and collection, including reasonable attorney's fees, and the indebtedness secured hereby, and in such order as beneficiary may determine.

[illegible]

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 in separate parcels, and shall sell the parcel or parcels at auction, to the highest bidder for cash, payable at the time of sale, and shall deliver to the purchaser the title to the property conveyed by law conveying the property, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including**

16. Beneficiary may from time to time appoint a trustee or trustees to be one or more of his trustee named herein or to any successor trustee appointed hereunder. 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 by the written instrument executed by beneficiary and substitution shall be made by the written instrument executed by beneficiary which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of a trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is 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 trust 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, or 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 696.585.

habitant of the State of California, of legal age, of sound mind, and of lawful memory, do hereby certify that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto.

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 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.

Fred B. Weiler
Fred B. Weiler

Evelyn M. Weiler
Evelyn M. Weiler

Brian Brodsky
witness - Brian Brodsky

*** 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 or other entity, delete the above and use the form of acknowledgement opposite.)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS

On this the 19th day of APRIL, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **BRIAN BRODSKY**, 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 **HE** resides at **TARZANA, CA.**

he was present and saw **FRED B. WEILER & EVELYN M. WEILER** 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 name thereto as a witness to said execution.

Signature *Terril J. Allen*

Signature *Terril J. Allen*

Signature *Terril J. Allen*

Signature *Terril J. Allen*

Signature *Terril J. Allen*

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Signature *Terril J. Allen*



CAL-376 (Rev. 8-82) Ack. Witness

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TRUST DEED

TO THE OFFICE OF THE COUNTY CLERK OF Klamath Falls, Oregon

TO STEVENS-NESS LAW-PUB. CO., PORTLAND, OREGON

Weller, Mahogany St. Grantor

Mountain Valley CA

Brumbach, 16402 Deputy

2-copy Code, NO 894487706

MTCD AFTER RECORDING RETURN TO P.O. BOX 5017 Klamath Falls, OR 97601

CO 5813

FILE IN THE OFFICE OF THE COUNTY CLERK OF Klamath Falls, Oregon

2-2001210101 - 01115 - 11111111111

DATE RECEIVED 4/27/89

SPACE RESERVED FOR RECORDER'S USE

18121 DEED Fee \$13.00

STATE OF OREGON, } ss.

County of Klamath

I certify that the within instrument was received for record on the 20th day of July, 1989, at 2:59 o'clock P.M., and recorded in book/reel/volume No. 889 on page 13267 or as fee/file/instrument/microfilm/reception No. 2819, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE

Bj Oaulian, Deputy