

3025 D. GR. 85002 REC-113 TRUST DEED JULY 15, 1989
 BOX 2008
 TO THIS TRUST DEED, made this 15th day of JULY, 1989, between

ROBERT W. EWRY AND MARTHA J. EWRY, husband and wife, as Grantor, ASPEN TITLE & ESCROW, INC., as Trustee, and

ROBERT V. WETHERN
as Beneficiary,

WITNESSETH.

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

KLAMATH

PARCEL 1:

PARCEL 1: LOT 34 AND 35, BLOCK 79, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 4, in the County of Klamath, State of Oregon.

Lot 17, Block 9, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT PLAT NO. 1, in the County of Klamath, State of Oregon, as to undivided $\frac{1}{2}$ interest.

PLAT NO. 1, in the county of _____, State of _____,
an undivided $\frac{1}{2}$ interest.

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.

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement

FOR THE PURPOSE OF SECURING THE PAYMENT OF THE PROMISSORY NOTE HEREIN, the undersigned hereby grants, sells, conveys and warrants unto the lender the sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if (\$11,500.00) terms of note 19 on which the final installment of said note is due to be paid.

note of even date herewith, payable per terms of note _____, 19____, on which the final installment or sale price
not sooner paid, to be due and payable by this instrument is the date, stated above, on which the final installment or sale price
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment or sale price
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.

this trust deed, grantor agrees:

(a) not to mortgage, lease, convey, assign, or otherwise dispose of the property herein described, or any part thereof, or any interest therein, or to

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

1. To protect, preserve and maintain said property; and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary is the Uniform Commercial Code, the beneficiary may require and pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by the beneficiary or searching agencies as may be deemed desirable by the beneficiary; and continuously maintain insurance on the buildings and contents thereof against fire, theft and damage by fire.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the costs 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, and defend any action or proceeding purporting to

[illegible]

8. In the event that any portion or all of said paid property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so requires, to require that all or any portion of the money payable in compensation for such taking, which are in the attorney's fees necessarily paid to pay all reasonable costs, expenses and disbursements, shall be paid to beneficiary by grantor upon any reasonable costs and expenses paid or incurred by beneficiary in the trial and appellate courts, necessarily incurred by attorney's fee, as applied by the grantor upon any reasonable costs and expenses paid or incurred by beneficiary in such proceedings, as the grantor agrees, at its own expense, to take such security hereby given by the grantor, as shall be necessary in obtaining such security for such instruments, as shall be necessary in obtaining such security.

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 endorsement (in case of full reconveyances, for cancellation), without allocation of liability of any person for the payment of the indebtedness, trustee (a) consent to the making of any map or plat of said property; (b) join

[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 or compensation or awards for injury, taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or, if the trustee may sell said property either before or after the date and time so designated, the sale shall be postponed as provided by law. The trustee shall divide the property into parcels and shall sell the parcels in one parcel or in several parcels, as he may deem proper, to the highest bidder for cash, payable in full at the time of sale. The trustee shall deliver to the purchaser, its agent or assignee, as may be required by law conveyed in writing, a deed of the property sold, together with any covenant or warranty, express or implied, which the trustee may deem proper to give in connection with the sale of the property so sold in the deed of any matters of title affecting the trustee, but including the truthfulness thereof. Any purchase at the sale shall be made subject to the provisions herein, to be provided hereinto.

15. When trustee sells or conveys to the grantor and beneficiary, may purchase at the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the charge by trustee for the preparation of the deed, (3) to all precluding the obligation secured by the interest of the trustee in the attorney, (4) to the satisfaction of the interest of the trustee in the recording recorded liens subsequent to the order of their priority and (5) deed as their interests may appear in the order of their priority and (6) surplus, if any, to the grantor or to his successor in interest entitled to the same.

16. Any beneficiary may from time to time appoint a trustee appointed by him or her in writing to the grantor or to his successor, or to any of the persons named herein or to any of the persons named without conveyance to the trustee, and without the trustee, the trustee herein named or appointed, or any of the persons named and substitution shall be made in the mortgage instrument executed by beneficiary herein named or appointed, and the mortgage records of the county in which, when the property is situated, shall be conclusive proof of proper appointment of the 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 trust or of any action or proceeding in which grantor, beneficiary or 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, 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 695.505 to 696.585.

J3251

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) not for the purchase of real property or for a grantor to a natural person or 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 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.)

CALIFORNIA
STATE OF OREGON
County of Los Angeles

CALIFORNIA
STATE OF OREGON
County of Los Angeles

This instrument was acknowledged before me on July 18, 1989, by MARTHA J. EWRY

This instrument was acknowledged before me on July 19, 1989, by ROBERT W. EWRY

ROBERT W. EWRY
MARTHA J. EWRY

OFFICIAL SEAL
JACKIE L. DOORNIK
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 5, 1992

Notary Public for Oregon
My commission expires: 6-18-90

OFFICIAL SEAL
LINDA S. NAVARRETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 13, 1990

REQUEST FOR FULL RECONVEYANCE

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: 1989
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
(FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
GRANTOR
ROBERT W. AND MARTHA J. EWRY
BENEFICIARY
ROBERT V. WETHERN
AFTER RECORDING RETURN TO
ROBERT V. WETHERN
P.O. BOX 1996
CARLEBAD, CA. 92008

STATE OF OREGON,
County of Klamath
I certify that the within instrument was received for record on the 26th day of July, 1989, at 11:16 o'clock A.M., and recorded in book/reel/volume No. M89 on page 13620 or as fee/file/instrument/microfilm/reception No. 3025, Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
By Evelyn Biehn, Deputy