-Oregon Trust Died Series-TRUST DEED. As 10, #0583:8540 RIGHT 1908 STEVENS-NESS L Vol. m89 Page 15993 FORM No. 381 °°, 4423 TRUST DIHD and and a THIS TRUST DEED, made this 7th day of August, 19. 89 between ALBERT E. AUSTIN AND RUTH E. SMITH. WITH FULL RIGHTS OF <u>Car</u> SURVIVORSHIP ., as Trustee, and ASPEN TITLE & ESCROW, INC. H. CASTEIG AND WILMA S. CASTEIG, HUSBAND AND WIFE as Grantor, ---EUGENE en en s Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in <u>KLAMATH</u> <u>County</u>, Oragon, described as: Lot 19, Block 21, FOURTH ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon.  $\{v_i, v_i\}$ · 编辑书写 印度点及和自己。 CODE 96 MAP 3907-2500 TL 3100

together with all and singular the tenements, Lereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all tixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURINCY PERFORMANCE of each agreement of grantor herein contained and payment of the THEPURP THE THEOREM FOR THE PURPOSE AND MORTON.

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note of even date herewith, payable to beneficiary cc order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable. In the event the grantor without first ham sold, conveyed, assigned or aliensted by the grantor without first ham sold, conveyed, assigned or aliensted by the grantor without first ham herein, shall become immediately due and pay ble. To protect preserve and maintain said property in good condition and regult intero permit any waste of said property. In good condition and regult intero permit any waste of said property. In good condition manifer any building or improvement which may be contructed, damaged or built of the term, and pay when due in dimances, regulation, covenants, condi-diction of thereon, and pay when due in dimances, regulation, covenants, condi-tions and regult in the pay when due in dimances, regulation, covenants, condi-ging in the same regulation in the same permits and the property in the beneficiary so requests, to it in an effection illuction of statements pursuant, to flut due in the pay the proper mublic office of instatements pursuant to flut due in the pay in the same and the pay the pay in the cost of all desirable by the by filing offices of continuoutly maintain insurance on the buildings beneficiar of the same due the pay for filing such as the insurant and such other heards as the SULT ADLE with loss payable to the asimarch in policies of insurance shall be delivered to the beneficiar as compare and to it if the grantor bills that and the filing may fore film to brint to the expira-tion of all sing policy of insurance now or hereiston is around as of the grantor is on a pay indelix dense set the same at a distant or dense as and in any pay indelix dense set the same at a distant or dense as and in the grantor may be applied by benefi-collected, may be applied to reals the same and other the and such other main and the delivered to the beneficiar at an under the around is the grantor may be applied to dense and in any south police. The same at a distant of a state as and in policies to the beneficiary at least the state of the and of this is police o

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any portion or all cl said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the is compension to such taking, which are in match less necessarily public to pay all reasonable costs, expenses and attained is point to beneficiary and incurred by finist upon any reasonable costs and y spines and attorney lees, applied by it first upon any reasonable costs and y spines and attorney lees, applied by it first upon any reasonable costs and y spines to take such utions iccurred hereby; and granics agrees, at its ow ensary in obtaining such com-and ensation, promptly upon beneficiary's request upon written request of the same distributed the mote for-licity, payment of its fees and presentation of this deed and the mote for-licity, payment of its fees and presentation of this deed and the mote for-licity, of any person for the payment or the indebitdenes, truste may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or one and the start of the service and the recovery and the restore any matter of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any delault 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 regard to the adequacy of any security for the indebtedness hereby secured, enter a name sue or otherwise collect the rents, issues and profits, including those past ion and take possession of said property is less upon any indebtedness served hereby, and in such order as beneficiary may detartine. 11. The entering upon and taking possession of said property, the entities upon any indebtedness secured and ordereds of there and in such order as beneficiary may determine. 11. The entering upon and taking possession of said property, the collection of such rest, issues and profits, or the proceeds of time and other insurance policies or compensation or awards tor any taking or damage of the inverse, and default or notice of delault hereunder or invalidate any act done or wave any default or notice of delault hereunder of any indebtedness secured hereunder of any family the anglication or all and thereunder or invalidate any act done or wave any default or notice of a default any detarmine.

property, and the application or release thereot 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 grantor in payment of any indebtedness secured hereby or in his performance of any afreement hereunder, time being of the hereby or in his performance of any afreement hereunder, time being of the hereby or in his performance of any afreement hereunder, time being of the hereby or in his performance of any afreement hereunder, time being of the dealers all sums secured hereby immediately of to foreclose this trust deed by in equation and as a mortagae or may direct the trustee to foreclose this trust deed by advettimement and sale, or may direct the trustee to pursue any other right or in beneficiary elects to foreclose by a be recorded his written notice of default and his election to sell the said described are property to satisfy the obligation for the trustee shall execute and cause shall lix the time and place of as all in the trustee to blore as commenced foreclosure by advertisement and 13. After the trustee to 5 days before the date the truste conducts at all at any time y other persons so privileged by advertisement and esale, the grantor or any other bersons so privileged by any ware used and the dealit or default in the default consists of a lailure to pay, when due, sums secured by that the time of the cure of the finane econducts and not then be due he die no default occurred. Any other dealut that is capable of no the mount due at the time of the cure of the finane ere priving the sole and the default occurred. Any other dealut that is capable of not then be due he due on default occurred. Any other dealut that is capable of not then be due he due of the default may be cured by paying the default on the sole and the default occurred the obligation of the the due he due of the default may be obligated of the finance and express effecting the cure shall peobligation of the first deed polition or thero

and expenses actually incurred in entropy less not exceeding the amounts provided together with trustee's and attorney's less not exceeding the amounts provided 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to an experiment in one parcel or in separate parcels and shall self the parcel or parcels at shall deliver to the purchaser its deed in form as or warranty, express or im-the property so sold, but without any coverant or warranty, express or im-the property so sold, but without any coverant of the shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof the function the proceeds of sale to payment of the sale. Trustee shall apply the proceeds of sale to payment of the expenses of sale, in-stitorny, (2) to the obligation secured by the interest of the trustee in the furst having recorded lines subsequent to the interest of the trustee in the furst subtorny, to the furstee are have exceeded in the trust exects in interest subtorny. The the furstes may appear in the code of the provisity and (4) the surphus. If the furstein are to time appoint a successor or success or plant. If, Beneficiary may from time to time appoint a successor or success trustees.

surplus, il any, to the france or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or success-meters to any trustee named herein or to any successor trustee appointed here-meter. 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 or appointed hereunder. Each such appointment and subsituation shall be made by written instrument executed by beneficiary, which, when recorded in the mortfage records of the county or counties in which the successor trustee. of the successor trustee. So the successor trustee. So the successor trustee is not beligated to motify any party hereto of pending sale under any other deed of obligated to motify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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NOTE: The Trust Deed Act provides that the trustee becomder must be either an atterney, 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 lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidieries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

1997

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 delend the same against all persons whomsoever.

The granto: 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 baseli: 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 mamed as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gencer includes the leminine 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 lising out, whichever warranty (a) or (b) is not epplicable; if warranty (a) is applicable and the beneficiery is a creditor as such word is defined in the Trithin-Lending Act and Regulation Z, the beneficiary MUST camply with the Act and Regulation by making required discle sures; for this purpose use Sterens-Ness Forni No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Allert E

Beneficiary

(If the signer of the above is a corporation, use the form of acknewledgement econsile.)

STATE OF AZ STATE OF OREGON, ) )sc. ) County of Mohave ) 85. County of This instrument was acknowledged before me on agust 17, 1987, by A/but with E. AustinThis instrument was acknowledged before me on ... 17 Hint E. Austin E. Smith A/L. Ko fortana. Notary P 462 Notary Public for La 142 S Notary Public for Oregon (SEAL) mission Excircs Nov. 3(1, 1992 My commission expires: NYN

## REQUEST FOR FULL RECONVEYANCE

To be used only when ebligations have been paid.

 $T \cap \cdot$ 

Trustes

14.044

The undersigned is the legsl 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 caucel all evidences of indebtedness socured by said trust deed (which are delivered to you hurswith together with said trust dood) and to recurvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail recorregance and domments to .... 

are gone i vinir

Caller and so in

| D.ATED: . |
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Do not lose or destroy this Trust Dead OR THE NOIE which it accurat. Both must be delivered to the trustee for concellation before reconvey

| TRUST DEED                                   | 1.00           | STATE OF OREGON,<br>County of  |
|--|----------------|--|
|  |                | I certify that the within instrument<br>was received for record on the 25th day<br>of                      |
| Grantor                                      | SPACE NUSERVED | et 3:50 o'clock P.IM., and recorded<br>in book/reel/volume No. M89 on<br>puge 15993 or as tee/tile/instru- |
| Bindiciary                                   |                | ment/microtilm/reception No  |
| Mir SCHARS EUGene H. Castei<br>P.C. Box 2873 |                | County affixed.<br>Evelyn Biehns County Clerk  |
| Harbor, QR 97415-0504                        |                | By Qauline Mullenolog Deputy   |