FORM No. 251-1 - Oresson Tout Deed Series - TRUST DEED (Ne restricted Niama Ei **2413** OR 97601 | Fee \$13.00 TRUST DEED

Vòl<u>mag Page **17191**"</u>

WILLISET NEWHITTE WILLIS L. WHITE as Grantor, Mountain Title Company of Klamath County as Trustee, ELVIS F. WHITTENBERG and JUANITA M. WHITTENBERG, husband and wife,

as Beneficiary,

WITNESSETH:

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

The East 120 feet of Lot 24 in Block 2 of FIRST ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPT that portion deeded to Klamath County by Warranty Deed recorded July 1, 1988, in Volume M88 at Page 10314, Microfilm Records of Klamath County, Oregon,

ETATE BE MYTERE TOER

DATED

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise room or hereafter attached to or used in connection or hereafter attached to or used in connection with a light and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with a light and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connections.

now or hereafter appertaining, and the rents, issues the state of the said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING AND NO /100THS (\$54.000.00) sum of FIFTY-FOUR THOUSAND AND NO/100THS (\$54,000.00)----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable

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.

The chove described real property is not constituted to the date of t

es aue ana payane. The above described real property is not currently used for agricultural, timber or grazing purposes.

not sooner paid, to be due and payable CCLODER. I.

The date of maturity of the debt secured by this instrument it becomes due and payable.

The chove described real property is not currently used for ogricult To protect, preserve and maintain said property in good continuation and repair, not to remove or demolish any boutty, and property in good continuation and repair, not to remove or demolish any boutty, and property in good continuation of the continuation

(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 granting any easement or creating any restriction thereon; (c) join in any granting any easement affecting this deed or the lien or charge subordination or other entered affecting this deed or the lien or charge subordination on other warranty, all or any part of the property. The thereof: (d) reconvey, ance may be described as the "person or persons grantee in any reconveyance may be described as the "person or persons be conclusive to the control of the truthfulness thereof. Trustee's fees for any of the services memoral on this paragraph shall be not less than \$5.

services memoral or this paragraph shall be not less than \$5.

services memoral or this paragraph shall be not less than \$5.

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services memoral or the preson, by agent or by a receiver to be appropriated by a court, and without regard to the adequacy of any recurring the property of t

less costs and expenses of the second described in such order as oneney's less upon any indebtedness secured hereby, and in such order as oneney's less upon any indebtedness secured hereby, and in such order as oneliciary may determine.

"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 any taking or damage of the
property, and the application or release thereof as aloresaid, shall not cure or
property, and the application or release thereof as aloresaid, shall not cure or
pursuant to such notice.

12. Upon delault by grantor in payment of any indebtedness secured
they or in his performance of any agreement hereunder, the beneficiary may
declare all sums secured hereby immediately due and payable. In such an
devertisement and sale. In the latter event the beneficiary or the truste shall
were upon the said described real property to satisfy the obligation secured
to sell the said described real property to satisfy the obligation secured
to sell the said described real property to satisfy the obligation secured
thereof as then required by law and proceed to loreclose this trust deed in
thereof as then required by law and proceed to loreclose this trust deed in
the manner provided in ORS 86.735 to 86.795.

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any or person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a lailure to pay, when due, the default or defaults in the time of the cure other than such portions as would entire amount due at the time of the cure other than such portions as would entire amount due at the time of the cure other than such portions as would be forest the performance required under the being cured my be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust degree to the trust degree that the properties of the amounts provided by law.

ingerner with trustee's, and attorney's lees 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 be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either in one parcel: or in separate process and shall sell the parcel or parcels are auction to the highest hidder for cash, payable at the time of sale. Trustee auction to the highest hidder for cash, payable at the time of sale. Trustee shall deliver to the purches hidder for cash, payable at the time of sale. Trustee shall deliver to the purche without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive propiled. The recitals in the deed of any matters of lact shall be conclusive propiled. The recitals in the deed of any matters of lact shall be conclusive propiled. The trustee thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed, (3) to all persons that the provided liens subsequent to the interest of the trustee in the trust having recorded liens subsequent to the interest of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, it any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee, appointed herein trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any strustee herein named or appointed hereunder. Each such appointment and substitution shall be made by 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 the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of, any action, on proceeding in which grantor, beneficiary or trustee shall both 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 Bor, a bank, trust company or sovings 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 696.585.

because her research 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 restrictions, reservations, easements and other matters of record and those apparent on the ground, and that he will warrant and forever defend the same against all persons whomsoever. warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily for grantor's personal, tandly or nonsenour purposes (see important fronte below).

(b) for an organization, or (even it 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 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 secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary member includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. willis \* 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. Willis L. White (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON, County of County of Oregon

This instruction was acknowledged before me on August 41 1989, by This instrument was acknowledged before me on Willis L. White Norary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: 8/14/92 My commission expires:... es are 17 DOS RAISTURA APPORT OF THE RECONVEYANCE Mountain Title Company 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 frust 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 Elvis F. Whittenberg DATED: ..... Juanita M. Whittenberg cust be delivered to the trustee for concellation before reconveyance will be m to a destroy this Trust Deed OR THE NOTE which it secures. Both must be delive COLOGO, 2014. In 1988 TE ACTUE MES equiqqq, $207A/T_0^2$ TRUST DEED the County Cick of Klamat STATE OF OREGON, TOTAL TO THE OFFICIAL County of Klamath Ss. (PORM No. 881-1) was received for record on the 12th day Millis T. Mhite Count Gregon, described as many was a Sept. , 19 89, at 4:03 o'clock .P.M., and recorded in book/reel/volume No. .... M89...... on SPACE RESERVED page \_\_17191 \_\_\_\_ or as fee/file/instru-Grantor FOR Elvis F. Whittenberg and Property Willy Record of Mortgages of said County Record of Mortgages of said County Witness my hand and seal of as Beneficiary.

husband and wife

Mountain Title Company 3125

MLL'L'AFTER RECORDING RETURN TO

222 South 6th Street

KlamathOFalls OR 97601

FOAN Ms. \$16-1-Offician Link Weed Sever-level Oneo (R.

rest of

IKO21 DESD

Fee \$13.00

Witness my hand and seal of

Evelyn Biehn, County Clerk.

By Quiling Miller dela Doputy

County affixed.