| FORM No. 181-Overgen Trest Deed Se | EGG 213 00 | Wol mg Page 184 | <u>80</u> : |
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| Beth J. Worden & Ci | mthia_LTaylor, not as tenan | f September 27 | veen |
| survivorship | | as Trustee. | and |
| as Grantor,Kendall & | Donovan E. Kendall, Jr. not.a | s tenants in common but with the | ······ |
| right of survivor | ship | 18630 Patrick Patrick Patrick | |
| as Beneficiary, | WITNESSET | "H: 14 1800 has the area of sole the prot | pertv |
| Grantor irrevocal | bly grants, bargains, sells and conveys | to trustee in trust, with power of sale, the prop | ,, |
| | County, Oregon, described as | 23 South Range 10 East of the Willa | mette |
| That portion of Lo | t One (1) Section 5, lowiship County, Oregon, lying and beir | ng South of the Klamath-Deschutes Cou | nty |
| - line and North and | Westerly of the Dalles-Califo | ng South of the Klamath-Deschates cou ornia Highway as now located, being d East side by the Dalles-California | |
| riangular in shar | e and bounded on the South and | d East side by the Dalles-California chutes Countyline and on the West by | the |
| West line of said | Lot One (1). | T 18 144 144 145 15 15 15 15 15 15 15 15 15 15 15 15 15 | |
| CI Da Mal lace ar dealfea fait Fruit Di | AND THE SECTOR WHILE IS AREAN AND AND AND AND AND AND AND A | 이야 방법에서 많다. 이것 사람이 있는 것 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 있다. | |
| 3 | 사람이 많은 것 같은 것이 많이 있는 것이 같은 것이 많은 것이다. 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같이 | | |
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consistent 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 lixtures now or hereafter attached to or used in connec-

now or nereniter appendiments, or security of the second s

(\$20,000.00) Dollars, with interest thereon according to the terms of a promissory

note of even date nerewin, payable to concerciary or order and made by granter, the turn payment of principal and interest interest. If not sooner paid, to be due and payable concerned by this instrument is the date, stated above, on which the linal 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 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the maturity dates expressed therein, or there, 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.

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It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that and or any portion of the monies payable right, is so elects, to require that and or any portion of the monies payable as compensation for such taking, which are try steps of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and the trial and appellate courts, necessarily paid or incurred by bene-both in the trial and appellate courts, necessarily paid or incurred by bene-bene in such proceedings, and the halmer appinet to take such actions secured hereby; and grantor agrees, at its own expense to take such actions and esecute such imituments as shall be mechanism in obtaining such 'com-gendered such imituments' so shall be mechanism (in the note for-9. At any time and from time to fine upon written request of bene-licitary, payment of its lees and presentation of this deed and the note for-ficiary, payment of its lees and presentation of this deed and the note for-gendered to be lull reconveyances, for cancellation), without effecting the liability of any person for the payment of take indebtedness, truster may (a) consent to the making of any map or plat of said property; (b) join in

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weive any delault or notice of delault hereunder or invalidate any act done pursuant to such motice. 12. Upon delault by grantor in payment of any indebitedness secured hereby or in his performance of any agreement hereunder, time being of the bareby or in his performance of any agreement hereunder, time being of the estence with respect to such payment and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may process foreclose this trust deed by advertisement and sale, or may dische the beneliciary may other right or the beneliciary of in equity, by the secure due to be recorded his written to pursue any other the trustee shall execute and there by a work of the beneliciary of the beneliciary clets to boreclose the benericiary to satisfy the obligation and his election to sell the said desribed real property to satisfy the obligation and his election to sell the said consists of a divertisement and part of the denaute of the property to satisfy the obligation and his election to sell the said consists of a divertisement and secured hereby whereupon fine trustes are priviled by ORS 86.735, may care asked, the drauts the prior to 5 days before the date the trustee conducts and the denauts of the trust eds, the delault may be cured by paying the sature of elaults. If the delault cocurred, any other takent is cannot and the may be cured by tendening the pay of the pay may the sature of deaults. If the delault cocurred has be cured by paying the asked of the trust deed, the delault may be cured pay the able of not then be due at the time of the cure other than such portion as solved of the name secured by tendening the performance require delault or obligation or trust deed. In any case, in addition to curring the delault or obligation to trust deed, the delault may be cured by paying the satus and the date of delault any case, in addition to curring the delault or obligation or trust deed. In any case, in addition to c

and expresses summer, and altorney'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 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 in one parcel or in separate parcels and shall sell the parcel or parcels at the program of the highest bidder first ceach, payable at the time of sale. Trustee shall deliver to the purchase bidder for cash, payable at the time of sale. Trustee shall deliver to the purchase bidder any matters of lact shall be conclusive proof plied. The recitals in the deed on any matters of lact shall be conclusive proof of the truthlulmes the deed on any matters of lact shall be conclusive proof plied. The recitals in the deed in form as required by law conveying the granter and beneficiary, may purchase at the sale. 15. When trustee solts pursuant to the powers provided berein, truster shall apply the proveds of sale to payment of (1) the expenses of sale, in-the deliver, to obligation secured by the trust ideed. (3) to all persons attorney. (3) ded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus. 16. Beneficiary may from time to time appoint a successor trustee appointed berein under stord bury trustee named herein or to any successor trustee appointed berein the surplus the suppoint.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If G. Beneficiary may from time to time appoint a successor in successor or to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment, and all tile, powers and duits conferred trustee, the latter shall be vested with all tile, powers and duits conferred and substitution shall be made by appointed hereunder. Each such appointment which, when recorded in the mortfade records of the county or counties in which the property is situated, shall be conclusive provided proper appointment of the successor trustee accepts this trust when this deed, duly executed and obligated to notify any partice of appoint and any appointment trust or of any action partice of a provided by law. Trustee is not obligated to notify any proceeding in which grantor, beneficiary, er trustee shall be a party unless such action or proceeding is brought by trustee.

who is an active member of the Oregon State Bar, a bank, trust company the United States, a title insurance rompany authorized to insure title to real any agency thereof, or an escrow agent licensed under ORS 696.505 to 676.525. NOTE: The Trust Deed Act provides that the trustee hereunder must be or scovings find loan association authorized to do business under she i property of this state, its subsidiaries, affiliates, agents or branches, th attorney. 15516 18481

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| The grantor covenants and agrees to and wi illy seized in tee simple of said described real pro | th the beneficiary and those | Claining enact inter in the second |
| the darphics of the public of the production of the particular | արուսուն երանությունը հետությունը էրերերին էրերերին։ Դուսուսությունը հետությունը հետությունը էրերերին Հուսուսությունը հետությունը հետությունը երերերին էրերերին էրեր | angenerganang periodekang periodekang periodekang periodekang periodekang periodekang periodekang periodekang p Lengung Base Manang Kangarang Periodekang periodekang periodekang periodekang periodekang periodekang periodekan Lengung Base Manang periodekang periodekang periodekang periodekang periodekang periodekang periodekang periodek |
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| The grantor warrants that the proceeds of the loan r (a) ² primarily for grantor's personal, family or house (b), for an organization, as (aven if discovering a set | | |
| This deed applies to, inures to the benefit of and b | inds all parties hereto, their heirs | , logatees, devisees, administrators, executors, |
| personal representatives, successors and assigns. The term i secured hereby, whether or not named as a beneficiary her- gender includes the terminino and the neuter, and the singul IN WITNESS WHEREOF, said grantor I | ar number includes the plural. | |
| * IMFORTANT NOTICE: Delete, by lining out, whichever warranty | A A . U | <u>Q</u> Wride |
| not applicable; if warranty (a) is applicable and the Beneficiary as such word is defined in the Truth-in-Lending Act and Regul | ation Z, the BETH J S WOLD | le() and the second |
| disclosures; for this purpose use Stevens-Ness form No. 1319, or If compliance with the Act is not required, disregard this notice. | r equivalent. | hie 2 7 ayla |
| (If the signer of the obeve is a corporation, use the form of acknowledgement opposite.) | Cyntiniag L- 1 | aylor By But ward- |
| STATE OF OREGON. | STATE OF OREGON. | 1 |
| County of Deschutes) This instrument was acknowledged before me on Sept. 28., 1987 by | This instrument was acknow | vled telore me on |
| Beth J: Worden individually and Beth Norden as Attorney in fact | ol | |
| for agnitia 1. Taylor Carles | Notary Pytic for Oregon | |
| Notary Fublic for Oregon StadA RY Notary Fublic for Oregon | My commission expires: | (SEAL) |
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| The undersigned is the logal owner and holder of | all indebtedness secured by the | foregoing trust deed. All sums secured by said |
| The undersigned is the logal owner, and notes of trust deed have been fully raid and satisfied. You have said trust deed or pursuant to statute, to cancel all ev herewith (deether with said trust deed) and to reconvey, | without warranty, to the parties | designated by the terms of said trust deod the |
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| Beth J. Worden & Cynthia L | Orefan, described ast | of, 19.89_, |
| 769 Jempleton St. y | HR' office and controls to the Space Reserved E.V.U. | in book/reel/volume No |
| Hazel, M.r.Kendallors | FOR Recorder's Use | ment/microlilm/reception No5863, Record of Mortgages of said County. |
| Boneliciary Boneliciary | IT OF KLANATI, COULTS. | Witness my hand and seal of County affixed. |
| THIS TRUST DEED, make this | 251. dby of vlor, not as remants 1 | n Soudou Factoria County Clerk |
| MOUNTAIN TITLE COMPANY | 18451, DEED | By Qauline Mullindar Deputy 80 |
| form the affective first first first or (0) | Fee \$13.00 | |
| 그는 지금 동네는 것을 가지 않는 것을 많이 없는 것을 물었다. | 지, 고말 지역 소리는 것같을 | 이제 방법률이는 것이 같이 있는 것이 같이 많을까? |