L96-219 RUST DEED Wol. M89 Page 00 KTSUSED 1.56,460 STOL AVOID 5' 0'

THIS TRUST DEED, made this _____13th __day of _____ October _, 19-89 _, between Wanda J. Conley

	as Grantor,
1	тосог, такон на ста
i.	Motor Investment Co.
	as Beneficiary,
	WITNESSETH:
	Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
- 1	inKlamathCounty, Oregon, described as:
	E MEHRELAT. AMERICA. C

lot 14 in Block 2 of the subdivision of Block 2B and 3 of Homedale,

according to the official plat thereof on file in the office of the

County Clerk of Klamath County, Oregon. lichter fin 1922 die 1935 wege in erenen geschiefen de definited in fin buite fer unterlieden als eine soor aan

ORM No. 881—Oregon Trust Deed Series—TRUST DEED.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereatter appertaining, and the rents, issues and profits thereof and all fixtures now or hereatter attached to or used in connec-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 Five Hundred Thirty Nine Dollars and 09/00 = = = -

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 not sooner paid, to be due and payable <u>CCDOER_25th_,19_93</u>. 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. To protect the security of this terms don't

soid, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.
 To protect the security of this trust deed, grantor agrees:

 To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not ic commit on permit any waste of said property.
 To complete or restore, promptly and in good and workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereor.
 To comply with all laws, ordinances, regulating or sevents, to form in executing such distances of the pay its insue thereon.
 To comply with all laws, ordinances, regulating or sevents, to form in executing such distances as the cost of all time searches made propention of the said premy: issued to the Unitiom Commercial Code alls there or offices, as well as the cost of all time searches made proping building or insurance as the beneficiary may from time to time require, in an amount not less than §. ILISUITODE VALUE.
 me and the said premises against loss or damage by dire and such other hazards as the beneficiary, any trong time to the expiration of any policy of insurance now or hereafter prevention or procure any such insurance and to deliver and pays and to the sentility.

 the grantor shall fail or any reason to procure any such insurance and to deliver any breaked thereand on said buildings. The order of the secret of the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by heneificiary any determine, or at option of beneficiary the entire amount so collected, or any policy of insurance the same at grantor's expense. The amount collected under any detault

In connection with or in enforcing this obligation and trustees and automore a lees actually incurred. affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the localosure of this deed, to pay all costs and expense, in-cluding evidence of title and the beneficiary's or trustee's attorney's lees; the amount of attorney's lees mentioned in this paragraph 7 in all cases shall be lixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the ap-pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-ney's lees on such appeal. It is countrally advect that:

It is mutually agreed that:

It is mutually agreed that: 8. In the event that any portion or all ol said property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right, il it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess 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 beneliciary and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by bene-ficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions, and execute such instruments as shall be necessarily paid to com-gensation, prompty upon beneliciary's request. 9. At any time and irom time to time deal and the note lor endorsement (in case of full reconveyances, for ot this deed and the note lor endorsement (in case of tall reconveyances, to the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

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granting any essement or creating any restriction thereon: (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoi (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey much may be described as the "person takes shall be allocations and the state of the state of the property. The grantee in any reconvey much may be described as the "person takes shall be allocations proved of the truthuliness thereoi. Trutse's lees for any of the state of the state of the truthuliness thereoi. Trutse's lees for any of the state of the state of the truthuliness thereoi. Trutse's lees than state opinied by a court, and without regard to the adequacy of any security lor the indebtedness hereby secured, enter upon and take possession of said prop-erty or any part thereoi, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attor-ney's lees upon any indebtedness secured hereby, and in such order as bene-liciary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and prolite, or they are deside of the imponent of used rents, issues and prolite, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereol as alloreside of the property, and the application or telesate thereol as all not cure or waive any detault or notice of delault hereunder or invalidate any act done urusuant to such notice.

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 agreement hereunder, time being of the essence with respect to such payment address results and payable. In such an event the beneficiary and the default of the trustee of the concerned by advertisement and safe, or neguty, which the beneficiary may network the beneficiary and direct the trustee to foreclose this trust deed by advertisement and safe, or neguty, which the beneficiary may nother right or remedy, either a concerned to be recorded his written notice of default and his election to be recorded his written notice of default and his election to such a proceed to loreclose this trust deed by advertisement and safe, or neguty, which the beneficiary may have. In the event the beneficiary all executes and cause to be recorded his written notice of default and his election to such the safe of an proceed to loreclose this trust does all executes and cause to be recorded his written notice of default and his election to such the safe of the proceed to loreclose this trust does any time prior to 5 days before the date the trustee conducts the safe, and at any time prior to 5 days before the date the trustee conducts the entire amount due at the time of the cure other than such profices the and his default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default cocurred. Any other default the is capable of being cured may be cured by tendering the performance required under the cobligation or trust deed. In addition to curing the default the soligitor or the trust deed in enforcing the obligation of the trust deed to default, the person ellecting the cure shall pay to the beneficiary all costs and expenses actually incurred i

and expenses actually incurred in enholding one could be another provided together with furtures, 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 me to which said sale may income and the notice of sale or the time to which said sale may be postponed as provided by law. The trustee me the sared or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warrantly capress or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthuluness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. I. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-luding the compensation of the trustee ad a reasonable charge by trusters attorney, (2) to the obligation secured by the trust deed, (3) to all person having recorded liens subsequent to the inferest of the trust en inferent deed as their interests may appear in the order of their priority and (4) the surplus. 16. Beneliciary may from time to time appoint a successor or succes-

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-under. 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 here-under. Each such appointment, and without conveyance to the successor trustee, the latter shall be weeded by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which 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 notily 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, hereunder must be either an altorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and lean association authorized to do business under the laws of Oregon or the United States; in this 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 696.595 to 696.585.

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The grantor covenants and agre fully-seized in fee simple of said descri	es to and wi bed-real-pro,	th the beneficiary an perty and has a valic	d those claiming under him, that he is law- l, unercumbered title thereto		
and that he will warrant and foreyer c	lefend the sa	ame against all perso	ns whomsoever.		
	 Ali (200-1000) Ali (200-10000) Ali (200-10000) Ali (200-1000)<	<pre>standing type: for.copic file.copic file.copic file.copic for</pre>			
The grantor warrants that the proceeds (a)* primarily for grantor's personal, fai (b) for an organization, or (even if gra					
secured hereby, whether or not named as a ber gender includes the feminine and the neuter, ar	neficiary herein ad the singular	In construing this deed number includes the plur.			
IN WITNESS WHEREOF, said	l grantor ha	s hereunto set his har	d the day and year first above written.		
* IMPORTANT NOTICE: Delete, by lining out, whiche not applicable, if warranty (a) is applicable and the as such word is defined in the Truth-in-Lending A beneficiary MUST comply with the Act and Regula disclosures; for this purpose use Stevens-Ness Form if compliance with the Act is not required, disregare	beneficiary is ct and Regulation tion by making No. 1319 or each	a creditor on Z, the	de J. Conley		
(If the signer of the abave is a corporation, use the form of acknowledgement opposite.)	ang an chaing ang Ng Sydan (Lang Co. Ching Co. Ching Co. Si Co. Ching Co.		2.5. S. and S. Same, "An example of a state of a state of a state of a state of a state of a state of a state of a state of a state of a state of a state of a state of a state of a sta		
STATE OF OREGON, County of KIAMATA This instrument was acknowledged bel).) ss.) Dre me on	STATE OF OREGON County of	ss.		
Outoby 13 1989 by 195		19, by	Allowiczgeu Delore me on,		
RICHARD J. WICKLINE NOTARY PUBLIC - CAREGODIC (SEAL) My commission expires:	br Oregon	Notary Public for Orego	(SEAL)		
My Commission Expires	REQUEST	My commission expires.			
To:					
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:					
Beneticiary Do not lose, or destroy this Trust Deed OR THE NOTS which it secures: Both must be delivered to the trustee for concellation before reconveyance will be made. CDFUICA CTAIK OL STAILER COMULA, OCECOP.					
TRUST DEED	bjac tir	en of SROCK de s weer op file in	STATE OF OREGON, County ofKlamath ss.		
STEVENS NESS LAW FUE CO., FORTLAND, ORE Wanda J. Conley	City 2011 C	endőédet Marke a	I certily that the within instrument was received for record on the 16th day of		
Confisce alles apply desire the Granfor a Belief and	i sr	ACE RESERVED	at <u>10:46</u> o'clock <u>A.M.</u> , and recorded in book/reel/volume No. <u>M89</u> on page <u>19578</u> or as fee/file/instru-		
Motor Investment Co. Beneficiary AFTER RECORDING RETURN TO	Ri Jah, Jaşard	ECORDER'S USE	ment/microfilm/reception No6460, Record of Mortgages of said County. Witness my hand and seal of County affixed.		
Motor Investment Co. P. O. Box 309, 531 So. 6th St. Klamath Falls, Oregon 97601	- D	ta day si	Evelyn Biehn, County Clerk		
	Fee \$13.0	00 - 10 - 10	By Duline Mullindon Deputy		

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