	on Trust Deed Series—TRUST		22041D TRUST DEED	Vol.m	87 Page	20895
°° ⊬720	8 77787 OF 5160	ir ika s	TRUST DEED			
SSTORE	RUST DEED, me	ade this 10	th day of .	October		89 , between
Alice S	. Tseng					
A SAME OF THE SAME	TOTAL CONTROL OF THE STATE OF T				3,352.1	

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: स्रोतिक इक्ष्मिक स्वर्गाता है जाते हैं या ने ए करें शहर

The NW 1/4 SW 1/4 NE 1/4 of Section 20, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. in German in Leading

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Tax Account No 3610 02000 00500

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

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

herein, shall become immediately due and payable.

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

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, overants; conditions and restrictions allecting said property it the benelation to require the cial Code as the beneliciary may require and to pay for illing same in the cial Code as the beneliciary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneliciary.

join in executing such linancing statements pursuant to the Unitorm Commercial Code as the beneliciary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary.

4. To provide and continuously maintain insurance on the buildings, as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary.

4. To provide and continuously maintain insurance on the buildings now or hereafter exected on the said premises against loss or damage by fire and such other hazards as the heneliciary, may from time to time require, in an amount not less than \$\sum_{\text{Northology}} \text{QCall Northology} \text{Monthle for the beneficiary as soon as insured; if the grantor shall fail or any reason to procure any such insurance and to deliver said policies to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail or any reason to procure any such insurance and to deliver said policies to the beneficiary as the same at grantor's expense. The maintain collected under any fire or other insurance policy may be applied so the senticiary under the same at grantor's expense. The mediciary may determine, or at option of beneficiary the entire amounts of collected, or any part thereot, may be released to grantor. Such application or release shall not cure or waive any delault or notice of delault hereunder or invalidate any set does pursuant to such notice.

5. To keep said premises tree from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of the head of the same of the charges payable by grantor, either charges become past due or delinquent and promptly deliver receipts therefor that grantor in the payment of make such payment, b

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, it is o 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 tees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by tensiciary 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 necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its tees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

STATE OF LAST

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement altecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default 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, nere upon and take possession of said property or any part thereol, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the sampless costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

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 any 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.

12. Upon default by grantor in payment of any indebtedness secured hereby in his extensions of a secured hereby in his extensions of a secured hereby in his extensions and application of the property, and the application or release thereof as aforesaid, shall not cure or waive any default by grantor in payment of any indebtedness secured hereby are in his extensions.

property, and an apparential of release interior as ancressia, shall not care 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 and/or performance, the beneficiary many declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his election may proceed to forecloss that such ded in equity as a mortgage or direct the trustee to forecloss that trust deed in equity as a mortgage or direct the trustee to pursuantly other right or remedy, either at law or in equity, which the beneficiary potents to foreclose by advertisement and sale, or may direct the trustee to pursuantly other right or remedy, either at law or in equity, which the beneficiary lects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the said described his written notice of default the trustee shall execute and cause to be real property to satisfy the obligation and his election to sell the said described his written notice of default and his election to sell the said described his written notice of sale, given and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the prior to 5 days before the date the trustee conducts the sale, and attended to GRS 86.735 to 86.795.

14. After the prior to 5 days before the date the trustee conducts the sale, and attended to defaults. If the default consists of a failure to pay, when due, the condition of 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 occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any ca

and expenses actually incurred in enlorcing the obligation of the trust deed together with trustee and attorney's lees not exceeding the amounts provided together with trustee, 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 parced or in separate parcels and shall sell the parcel 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 covernant or warranty, express or interpretable to the trustal trustees. Any person, excluding the conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, 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 content of the interest of the trust deed, (3) to all persons having recorded 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, if any, to the granter or to his successor in interest entitled to surplus.

Sors to any trustee named herein or to any successor trustee appointed hereunder. Does not appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon such appointment, and without conveyance to the successor trustee. The latter shall be vested with all title, powers and duties conferred upon trustee herein named or appointed hereunder. Each such appointment 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 notily any party hereto of pending sale under any

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 695.505.

20896 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)* premarks to the state that the sta 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 teminine 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 (d) 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 acknowledgement opposite.) STATE OF ORCCOV, California STATE OF OREGON. County of San Bernardino County of This instrument was acknowledged before me on October // , 1989, by This instrument was acknowledged before me on Alice S. Tseng LIFORNIA COUNT! 26 5 6 6 (1) Notary Public for Oregon My commission expires: 3-26 (SEAL) My commission expires: NOTARY P REQUEST FOR FULL RECONVEYANCE ssion To be used only when obligations have been paid., Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 put the 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 titika - mang king telubi mengalahan kengkan tebahan kang dali basi bil Banan dalam dal DATED: Beneficiary 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 STATE OF OREGON. i Ceunty, Sreech. TELLS (FORM NOTIBELL) DOLL KTELLS County of Klamath STEVENS-NESS LAW PUB. CO., PORTLAND, ORE 230, 100 30 CORDERS OF SOME I certify that the within instrument was received for record on the 31st. day Alice S. Tseng Cingon, de cobed ast of Oct. ,1989 , 22230 Naples Dr at 1:52 o'clock PM., and recorded Moreno Valley, CA 92387 SPACE RESERVED in book/reel/volume No. M89 on Grantor page __20895 ____ or as fee/file/instru-FOR Richard G. McNeil RECORDER'S USE ment/microfilm/reception No. 7208 ..., 6556 Lorena Ave Mira Loma, CA 91752 Record of Mortgages of said County. Witness my hand and seal of Beneticiary 如为 6年 发扬的时间 400年以

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||_{Fee \$13.00}

County affixed.

Evelyn Biehn, County Clerk

By Daulike Mullendie Deputy

Klamath Falls, OR 97601

AFTER RECORDING RETURN TO Mountain Title Company 222 South Sixth