Gleta Wampler

TRUST DEED

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THIS TRUST DEED, made th	ic	6th day of Dec	ember	1989 , between
Charles H. Kantrim				
			ः रह्नाक्षत्रेत्रः स्ट्राह्मस्य	,
Mountain Title (Klamath County	A 1997 - 自由 1997 - 1997	, as Trustee, and

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:
Lot 36, Block 1, TRACT 1029, SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3408 028A() 00800

sold. conveyed, assigned or alienated by the grantor without first then, at the beneticiary's option, all obligations secured by this instruction, and the beneticiary's option, all obligations secured by this instruction, and the beneticiary of this trust cleed, grantor agrees.

To protect the security of this trust cleed, grantor agrees.

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

2. To complete or restore promptly and be constructed, damaged or destroyed. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the benediciary so requests, to join in executing such linancing statements pursuan to the Uniform Commercial Code as the beneficiary may require and to pay for lifting same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To comply and continuously maintain insurance on the building's mow or hereafter exceted on the said premises against loss or damage by live and such other hazards as the VACCAIL LANG.

an amount exceptable to the beneficiary, with loss payable to the latter; all confices of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall lail or any reason to procure any such insurance and to deliver said policies to the beneficiary at least liften days prior to the explantion of any policy of insurance now or hereafter placed on said building, the beneficiary may procure the same at grantor's expense. The amount collected under any live or other insurance policy such order as beneficiary upon any indebteness on obsensitionly the entire amounts occilected, or any policy of insurance now or hereafter placed on said building, the beneficiary may procure the same at grantor's expense. The amount of a collected under any inte

It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the right of uninent domain or condemnation, beneficiary 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 of incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it liest upon any reasonable costs and expenses and attorney's lees, both in the trial and appollate courts, necessarily, paid or incurred by beneficiary in such proceedings, and the balance anylied upon the inclosured by the licitry in such proceedings, and the balance anylied upon the inclosure and execute such instruments as shall be necessarily in obtaining such can be executed such instruments as shall be necessarily in obtaining such can be pensation, promptly upon beneficiary's required by the country, promptly upon beneficiary's required on willen request of base-ficiary, payment of its fell account expenses, for ca scellation), without affecting endorsement (in case of tall account expenses for ca scellation), 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (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. Truthee'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 refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable afterney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the reproperty, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invididate any act done warves to any indebtedness secured.

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 sestence with respect to such payment and/or performance, the heneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event he beneficiary elects to foreclose by advertisement and sale, the heneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisy the obligation such his election to sell the said described real property to satisy the obligation which therefor as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795.

In the fact of 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, and at any time prior to 5 days before the date the trustee conducts the default of the default of the sale and 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 not then be due had no default occurred. Any other default that is capable of not fless deed. In any case, in addition to curing the default obligation or trust deed. In any case, in addition to curing the def

together 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 in one parcel 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 covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

18. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of state including the compensation of the trustee and a reasonable charge by state attorney, (2) to the obligation secured by the trust deed, (3) to shall having recorded liens subsequent to the interest of the priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successor.

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

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee 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 upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by switten instrument executed by beneficiary, and substitution shall be made by switten instrument executed by beneficiary of the successor trusteed in the most half to evenlusive proof of proper appointment of the successor trusteed, shall be conclusive proof of proper appointment in the successor 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 or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either on attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to a bisiness 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 696.505 to 696.505.

The grantor covenants and egrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee 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 proceed 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) YEX REQUESTED THE PROCEED OF THE PROCEED O

This deed applies to, inures to the berefit 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 feminine 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.

Charles H

Kantrim

* IMPORTANT NOTICE: Delete, by lining out, whichever varranty (a) or (b) is not applicable; if warrenty (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 Muss comply with the Act and Regule tion 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 CALIFORNIAS Angeles December 12, 1989 the undersigned, a Notary Public in and for said County and State, personally appeared_ WTC WORLD TITLE COMPANY Steven Wilsey personally known to me to be the

person whose name is subscribed to the within instrument as witness thereto, (or proved to be such person by the oath a witness thereto, (or proved to be sally known to me), who of a credible witness who is personally known to me), who he being by me duly sworn, deposes and says: That 18840 Ventura Blvd., Tarzana, CA.

was present and saw Charles H

Kantrim personally known to Steven Wilse be the person described in, and whose name is subscribed to the wilhin and annexed

Signature WTC 052

instrument, execute the same; and that affiant subscribed name thereto as a with iss of said

a the State State DATED:

nct lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyor

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	FORM A		经付款 精囊 化

(FORM No. 881)
STHYENS-NESS LAW PUB. CO., PORTLAND

Charles H. Kantrim 1125 South Cajon West Covina, CA 91791

Granto

Gleta Wampler P.O. Box 134 ... Chiloquin, 03 97624 Beneliciary

AFTER RECORDING RETURN TO Mountain Title Company 222 South Sixth Klamath Falls, OR 97601 SPACE RESERVED RECORDER'S USE

County of Klamath I certify that the within instrument was received for record on the 27th day December ,1989 ,

Beneficiary

STATE OF OREGON,

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL

T. TERLOP MOTARY PUBLIC - CALIFORNIA

LOS ANGELES COUNTY

My commit expires OCT 9, 1993

at 3:10 o'clock P M., and recorded in book/reel/volume No. M89 on page 24962 or as fee/file/instrument/microfilm/reception No. 9500 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

EvelynBiehn, Couffty Clerk By Seinetha