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ASPEN 05034685

10.40.00

Vol. <u>m90</u> Page**1336** January 1990, betwe 76 John A. Larsen and Rebecca L. Larsen, husband and wife un-remination

, as Trustee, and

, between

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as G	ranto	់ា	Marv	E.	Schw	eiger
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THE MENTERS

as Beneficiary,

TRUST DEED

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

The W 1/2 of Lots 1 and 2, Block 64, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath. State of Oregon. the County of Klamath, State of Oregon.

SUBJECT TO: Regulations, including levies, liens and utility assessments of the City

Conditions, Restrictions as shown on the recorded plat of Lakeview Addition of Klamath Falls. to the City of Klamath Falls, Oregon. Statistic and to way has a constant of the

Assessor's Account #3809-298A, Tax Lot #6400, Key #185739 In addition to the monthly payments on the promissory note, the grantors shall pay 1/12th of the real property taxes each month to an escrow account established at Aspen Title &

Grantors agree that they will not cut any trees and shrubs on the property without the

permission of the beneficiary for a period of 5 years. Grantors hereby agree that they will not use the subject premises as a rental until this trust deed and promissory note are paid in full.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all lixtures now or herealter attached to or used in connec-tion with said rent setter

tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Thirty three thousand six hundred ninety two and no/100 -----

Ine above described real property is not currently used for eggicult To protect the security of this trust deed, grantor agrees. I. 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 primit any waste of said property. To commit or primit or or restore promptly and in good and workmanike. To commit of primit or or restore promptly and in good and workmanike and restored thereon, and pay when due all costs incurred therefor destroyed thereon, and pay when due all costs incurred therefor there is a strain the said property; if the beneficied primer saids, condi-tion and restrictions allecting statements pursuants to the liting as in the cial Code as the beneficiery may require and to pay in fail tien reserves, made by films oflicers or searching agencies as may be deemed desirable by the beneficiery.

Tools and restrictions allecting and property: it line unit the Unitor Commercial is a constrained of the second secon

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any erstriction thereon; (c) join in any map or plat of said property; (b) print in any subordination or other afreement allecting this any part of the inter or charge thereof; (d) reconvey, without warranty, detribut as the "person or persons franting interview, without warranty, detribut as the "person or persons franting interview and the recital states" of any matters of and the set into the property. The grantee in any reconvey, and the recital states of any matters of any of the services mentioned in this paragraph shall be not less that is a provide any of the services mentioned in this paragraph shall be not less that is a negative of a state shall be conclusive proof of the truthfulness thereof. Trusters ites for any of the services mentioned in this paragraph shall be not less that 55.
10. Upon any delault by Krantor hereunder, beneficiary may at any time without notice, either in person. Yagent or by a receiver to be appointed by a court, and without part on the adquescy of any security for the indebtedness thereby scale on others are collect the rents, issues and prolits, including that any and collection, including reasonable attorney's less upon any indebtedness accured hereby, and in such order as beneficiary, may determine.
11. The enterink there and taking possession of any property, the collection of such rentomenation or easards for any taking or damage of the property, and the application or relaw thereounder or invalidate any act down any deducted at the thereounder or invalidate any act down any delaw thereounder or invalidate any act down and the section of auch rentomenation or easards for any taking or damage of the insurance policies of any effective of any delaw thereounder the beneficiary and at any indebtedness secured hereby and in such and a such and any act down and declare the terminet of any indebtedness secured hereby any data the application

the manner, provided in ORS 86.715 to 86.795. 13. Alter the trustee has commenced loreclosure by advertisement and rate the grantor or any other person so privileged by ORS 86.753, may cur-the default or defaults. It he default consists of a failure to pay, when dur-the default or default consists of a failure to pay. When dur-the default or default consists of a failure to pay. When dur-the default or default consists of a failure to pay. When dur-the default or default consists of a failure to pay. When dur-the default of the cure other than such partien as would entire annual due at the time of the cure other than such partien as would entire annual due at the time of the cure other than such partien as would entire annual due at the time of the cure other than such partient as a would entire annual due at the time of the cure other than such partient as would entire annual due at the time of the cure other than the partient and the scalable of being cured my be cured by tendering the performance required under the being cured my be cured by the cure ability to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the trustee's and attorney's tees not esceeding the anounts provided together with trustee's and attorney's tees not esceeding the anounts provided together with trustee's and attorney's tees not esceeding the anounts provided together with trustee's and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney's tees not esceeding the anounts provided together with trustees and attorney is the secred

together with trustee's and attorney's lies not exceeding the aniounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the motice 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 suction to the highest bidder the design half sell the parcel and the property so sold, but without any covenant or warranty' espress or in-plied. The recitals in the deed of any matters of lact shall be conclusive pinol of the trustee barreot. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale. 15. When tension with ourses of the powers novided herein. trustee

the grantor 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, in-cluding the compensation of the trustee and a reasonable charge by truster's altorney. (2) to the obligation secured by the trust deed, (3) to all persons altorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens, subsequent to the interest of the trustee in the trust having recorded liens, subsequent to the interest of their priority and (4) the surplus, il any; to the grantor or to bis successor in interest entitled to such surplus.

surplus, it any, to the grantor of to be successor in interest entitled surplus. 307,000 and any from time to time appoint a successor of success-bots to any frustee named herein or to any successor frustre appointed herei-sors to any instead appointment, and without conveyance to inder. Unon such appointment, and without conveyance to fully under. Unon such appointment, and without conveyance to fully the alter shall be vested with all title, pueses and units conferred trustreamy trustee herein named or appointed hereunder. Each red by benchicary, and substitution shall be, made by written instrument ecounty, or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor frustee.

of the successor truster. 17. Truster, accepts this trust when this dead, duly execute acknowledged is made a public record as provided, by law. Truster abligated in notify any party hereto of pending sale uniter any other of trust or of any define or proceeding in which granter, herefore yr shall be a party unless such action or proceeding is brought by truster.

NOTE: The Trust Deed Act provides that the trustee hercunder must be either an altorney, who is an active member of the Oregon State Bar, a bank, trust company or soving, and loon 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, alfiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 675 505 to 676.585.

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	STREETS GREET	4 1904F	3:1337
The grantor covena	nts and agrees to and wi said described real pro	th the beneficiary and those claiming under him, the perty and has a valid, unencumbered title thereto	at he is law-
fully seized in the simple			
		thing all persons whomsoever.	
and that he will warrant	and forever defend the s	same against all persons whomsoever.	
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Aradond age alex to reading of	and the subscript of the	represented by the above described note and this trust deed hold or agricultural purposes (see Important Notice below),	lare:
(b) for an organization purposes. This deed applies to tors, personal representatives, contract secured hereby, when in masculine gender includes th IN WITNESS WI	inures to the benelit ol and , successors and assigns. The ther or not named as a beneli e lomining and the neuter. an HEREOF, said grantor h	represented by the above described note and this fuel to below), hold or agricultural purposes (see Important Notice below), atural person) are for business or commercial purposes other to binds all parties hereto, their heirs, legatees, devisees, admir term beneficiary shall mean the holder and owner, including ciary herein. In construing this deed and whenever the contex and the singular number includes the plural, has hereunto set his hand the day and year first above	nistrators, execu g pledgee, of th t so requires, th ve written.
not opplicable; if warning to a jsuch word is defined in it beneficiary MUST comply with disclosures; for this purpose, if the nurchass of a dwelling, u	by lining out, whichever warran is applicable and the beneficia he Truth-In-Lending. Act and the this instrument is to be a FIRST res Stevens-Ness form, No. 1305 • a first lien, or is not to finan is Form No. 1306, or equivalen regard this notice.	gulation 2, the fit of the Automation of the fit of the	arreni (0.) Nine da seguina (0.) Na seguina (0.)
[If the signer of the above is a cor	peration,	일이라 방법했던 아이는 것을 못했는 것이 있다. 말한 것이 아이는 것을 하는 것.	
STATE OF OREGON,	a and state (STATE OF OREGON, County of	
County of Klamat January 5	n)	Diama Uni on concel	10, each being l
Personally appeared th		is the locmer is the	

John A. Larsen and Rebecca L.

John A. Larsen and Rebecca L. Larsen and acknowledged the foregoing instru-ment tacke their voluntary act and deed Before mer (OFFICIAL SEAD Notary Public for Oregon 2011 My commission expires: Mak 9, 1992

TO:

Notary Public for Oregon My commission expires:

> REQUEST FOR FULL RECONVEYANCE wind only when obligations have been poid.

A. A. Martin

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and deed. Before me:

trusteo

A shirk.

The undersigned is the legal owner and holder of all indebtedness secured by the loregoing trust deed. All sums secured by said trust doed 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 dood or pursuant to statute, to cancel all evidences of indebtedness secured by said trust dood (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

> Fee. \$13.00

DATED:

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AFTER RECORDING RETURN TO Aspen Title & Escrow, Inc. 600 Main St. Klamath Falls, Or.97601

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a corporation, and that the seal allixed to the foregoing instrument is the

a corporation, and that the seal attized to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act

Do not lose or destroy this Trust Devel OR THE NOTE which it secures. Such must be delivered to the trustee for concelletten before seconveyance will be made.



Eyelyn Biehn, County Clerk TITLE NAME By Oauline Mullendere Deputy

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(OFFICIAL

SEAL)