

10624

INDEPENDENT.....

as Grantor, ASPEN TREE  
BONNIE JO HAMILTON

as Beneficiary,

Grantor in  
Klamath

See attached Exhibit a and b, which although fully set forth herein...

now or hereafter appertaining, and the terms  
with said real estate.

sum of FORTY-TWO THOUSAND DOLLARS, & NO CENTS  
\$42,000.00

The date of maturity of the debt

1. To protect, preserve and maintain said property, or

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

3. To comply with all laws, ordinances, regulations and restrictions affecting said property; if the beneficiary so requests, to

proper public office or offices, as well as the offices of the  
by filing officers or searching agencies as may be deemed desirable;

proper public office by filing officers or searching agencies as beneficiary. The insured shall provide and continuously maintain insurance on the buildings and premises against loss or damage by fire to the time require, in

5. To keep said premises free from construction liens and to pay all other charges that may be levied or assessed upon

charges become past due or delinquent, shall have the right to require the grantor to make payment of such charges to beneficiary; should the grantor fail to make payment of such charges payable by grantor, either to beneficiary, or should the grantor fail to pay premiums, liens or other charges payable with funds with which the grantor has benefited beneficiary with the payment thereof.

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses of trustee's and attorney's in enforcing this obligation and

affect the security rights of the beneficiary or trustee or in any action or proceeding in which the deed, to pay all costs and expenses of the foreclosure of this deed, the beneficiary's or trustee's legal fees and costs, and the beneficiary's or trustee's attorney's fees and costs, shall be paid by the beneficiary or trustee in all cases.

pellate court shall adjudge reasonable fees on such appeal.

It is mutually agreed that:

9. At any time and from time to time upon written request of the beneficiary, the trustee shall, without aetia-  
ment of its fees or expenses, for cancellation), without affect-

(a) consent to the making of any map or plat of said property.

granting any easement or creating any restriction thereon; (c) join in any agreement affecting this deed or the lien or charge on any part of the property. The

grantee in any "trust," and the recitals therein shall be conclusively proof of the truthfulness thereof. Trustee's fees for any legal services rendered in this paragraph shall be not less than \$5.

10. Upon any default by grantor, by agent or by a third party, time without notice, either in person, by agent or by a third party, to the adequacy of any security for the debt, and without regard to the adequacy of said property, the lender may enter upon and take possession of said property and collect the rents and profits therefrom.

11. The entering upon and taking of the premises for the purpose of the collection of such rents, issues and profits, or the proceeds of the sale of the same, or compensation or awards for any taking or damage of the premises or compensation or awards thereof as aforesaid, shall not cure any act done in violation of the provisions of the act to which this act is supplementary.

hereby or in his personal capacity, and in the essence with respect to such payment and/or interest, declare all sums secured hereby immediately due and payable, and the trustee may proceed to foreclose this trust deed and the beneficiary at his election may proceed to foreclose this trust deed and the trustee to foreclose this trust deed and any other right.

secured hereby whereupon the trustee and proceed to foreclose  
notice thereof as then required by law and proceed to foreclose  
provided in ORS 86.735 to 86.795.

13. After the expiration of 5 days before the sale, and at any time prior to the sale, the grantor or any other person so privileged by ORS 89.135, may cure the default by paying the amount due. If the default consists of a failure to pay, when the default may be cured by paying the amount due.

entire amount of the debt shall not then be due had no default occurred, the performance of the debt being cured may be cured by tendering the performance of the debt or trust deed. In any case, in addition to curing the default, the cure shall pay to the beneficiary all interest and principal of the debt.

and expenses actually incurred together with trustee's and attorney's fees not exceeding by law. The sale shall be held on the date and at the time to which said sale

place designated by law; the sale may be postponed as provided by law. The parcels shall sell in one parcel or in separate parcels and shall sell for cash, payable at the time of sale. The highest bidder shall be awarded the parcels in form as required by law.

the property so sold, but no person, excluding the trustee, but  
of the truthfulness thereof. Any person, excluding the trustee, but

[illegible]

taken as the deed as their interests may appear in the grant or to his successor in interest thereof, surplus, if any, to the grantor or to his successor in interest thereof.

sors to any trustee named or appointed hereunder. Upon such appointment, and without further assent under. The latter shall be vested with all title, powers and duties of the trustee named or appointed hereunder. Each such appointment shall be made by instrument executed by him.

which, when recorded in the mortgage  
which the property is situated, shall be conclusive proof of the

acknowledged is made a party hereto or person  
obligated to notify any or proceeding in which grantor, beneficiary,  
trust or of any action or proceeding is brought by trust

either an attorney, who is an active member of the Oregon State Bar,  
the United States, a title insurance company authorized to insure  
arrow agent licensed under ORS 696.505

NOTE: The Trust Deed Act provides that the trustee hereunder must be a natural person who is a resident of the State of Oregon and is not a partner, officer, director, or employee of the lender, or an affiliate, agent or branch of the lender, or an officer, director, or employee of any agency thereof, or an officer, director, or employee of any agency thereof, or an officer, director, or employee of any agency thereof.

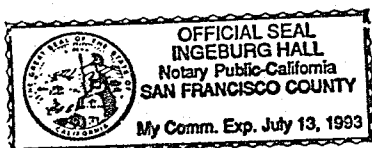
or savings and loan association, or other financial institution; its subsidiaries, affiliates,

property of this state, its subsidiaries, affiliates, or agents.

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.

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO ss.



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Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

On this 22nd day of JANUARY, in the year 1990, before me, INGEBURG HALL, a Notary Public, State of California, duly licensed and sworn, personally appeared BRANDT NICHOLSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of San Francisco, on the date set forth above in this certificate.

Ingeburg Hall  
Notary Public, State of California

My commission expires 7-13-93

STATE OF OREGON, )

County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

INDEPENDENT EXCHANGE SERVICES, INC. BY: [Signature]

Notary Public for Oregon

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF OREGON, )

County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

(SEAL)

My commission expires: \_\_\_\_\_

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

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: \_\_\_\_\_, 19\_\_\_\_

Beneficiary

Do 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

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title  
Attn: Collection Dept

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ) ss.  
County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

## EXHIBIT "A"

## PARCEL 1:

A tract of land situated in the NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NE 1/4 of said Section 10; thence South 01 degrees 12' East along the centerline of Summers Lane (this bearing is based on record of survey maps No. 628 and 633 surveyed by W. R. Canton in 1938 and 1946 as recorded in the office of the Klamath County Surveyor) a distance of 710.0 feet; thence South 88 degrees 48' West at right angles to Summers Lane a distance of 163 feet to the true point of beginning of this description, said point being on the property line of that land deeded to Lee and recorded in M-66 at Page 9803, Klamath County Records; thence continuing South 88 degrees 48' West a distance of 194.20 feet to a point; thence South 03 degrees 07' East a distance of 146.81 feet; thence South 00 degrees 43' East a distance of 96.97 feet; thence North 88 degrees 44' East 283.10 feet to a point; thence North 31 degrees 12' West a distance of 120.00 feet; thence South 88 degrees 44' West a distance of 93 feet; thence North 01 degrees 12' West a distance of 123.48 feet to the point of beginning.

A tract of land situated in the NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the West line of Summers Lane, said point being North 01 degrees 12' West (this is the bearing of the centerline of Summers Lane as shown on record of survey maps No. 628 and 633, surveyed by W. R. Canton in 1938 and 1946 as recorded in the office of the Klamath County Surveyor) a distance of 326.7 feet and South 88 degrees 44' West a distance of 30.0 feet from the East one-fourth corner of said Section 10; thence North 01 degrees 12' West along the West line of Summers Lane a distance of 20.0 feet to the Southeast corner of that tract of land described in Deed Volume 205 at Page 403, Klamath County Deed Records; thence South 88 degrees 44' West to the West line of the USGS F-7 Lateral; thence Southerly along the West line of said lateral to a point that is South 88 degrees 44' West from the point of beginning; thence North 88 degrees 44' East to the point of beginning.

CODE 41 MAP 3909-10AD TL 1700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 25th day  
of Jan. A.D., 19 90 at 3:01 o'clock P.M., and duly recorded in Vol. M90  
of Mortgages on Page 1772  
By Evelyn Biehn County Clerk  
Douglas Mulendore

FEE \$18.00