and the selection of th 12213

TRUST DEED Vol. mg Page 6488

<u> </u>	19.89 between
THIS TRUST DEED, made this	day of FEBRUARY , 1989, between J SANCHEZ AS TENNANTS
as Grantor, ASPEN TITLE & ESCRONTING	=DA CORPORATION
P. J. SERVICA	

ne Reneficiary.

WITNESSETH:

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

PARCEL 16, Block 121, KlAMMITH FAILS FOREST ESTATES Highway 66, UNIT-4, Kinmath County, Origon

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the of hight thousand four Himakes Seventy And 27/100 Dollars, with interest thereon according to the terms of a promissory

Dollars, with interest thereon according to the terms of a promissory

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The transfer of the terms of the

not some paid, to be due and payable

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 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 granter without first having obtained the written consent or approval of the beneficiary. Sold, conveyed, assigned or alienated by the granter without first having obtained the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

then, at the beneficiary's option, all obligations secured by this inst. herein, shall become immediately dee and payable.

The above destribed teol proprity is not currently used for equiculing the control of the co

cral, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in its allowed any easement or creating any restriction thereon; (c) join in any subsidination or other afterment affecting this deed or the lien or charge subsidination or other afterment affecting this deed or the lien or charge subsidination in any reconveyance may be discribed as the "person or persons frame in any reconveyance may be discribed as the "person or persons itsalies in any reconveyance may be discribed as the "person or persons itselfally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than 55.

10. Upon any default by feature for against the property of any security of a property of the indebtedness hereby securic enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the remissions and expense of appearation and collection, including reasonable afformer's less upon any includedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such remission or awards for any taking or dimade 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 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.

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured herby or in his performance of any agreement hereunder, the benediciary may declare all sums secured hereby man and payable. In such an declare all sums secured hereby man and payable. In such an declare all sums secured hereby man processor to toreclose this trust deed the trust of the processor in the processor in the sum of the processor in the processor in the sum of the processor in the pro

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 place designated in the notice of sale or the time to which said sale may be postpowed as provided by law. The trustee mest said property either to the property of the sale sale sale sale sale sale in one parel or in separate pareels and shall self the parcel or parcels at in one parel or in separate parcels and shall self the parcel or parcels at in one parel or in separate parcels and shall self the parcel or parcels at in the property so sold, but without any coverant or warranty, sapress or into property so sold, but without any coverant or warranty, sapress or in the property so sold, but without any coverant or warranty, sapress or interest of the truthfulness thereof. Any person, excluding the trustee but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee the frantor of the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (3) to the obligation secured by the trust deed, (3) to all persons attorney, (4) the their interest may appear in the color of their priority and (4) the surplus.

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

16. For any reason permitted by law beneficiary may from time to time appoint a successor to successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be existed with all title powers and dutties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written institution executed by beneficiary, containing reference to this trust deed institution executed by beneficiary, containing reference to this frust deed institution and the country or counties which the property is situated, aball be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided ylaw. Trustee is not obligated to notify any party hereto of perhal granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOIE: The Trust Deed Act provides that the trustee intervaler must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company or sovings and loan association authorized to do bus ness 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 696,585.

The stantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully saized 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 the shown described note and this trust deed are:
(a)* primarily for grantor's personal, seentor is a natur	presented by the above described note and this trust deed are: id or agricultural purposes (see Important Notice below), al person) are for business or commercial purposes other than agricultural
purposes.	nds all parties hereto, their heirs, legatees, devisees, administrators, of the
ors, personal representatives, successful named as a beneficia	the singular number includes the plural.
N WITNESS WHEREOF, said grantor has	hereunto set his hand the day and year first above written.
	of or the same C. Sameron
not stalleable; if warranty (a) is applicable.  Act and Regula is such word is defined in the Truth-in-Lending Act and Regulation by making beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose, if this instrument is to be a FIRST lied disclosures; for this purpose, if this instrument is to be a FIRST lied disclosures; for this purpose, if this instrument is to be a FIRST lied of the purchase of a diveiling, use Stavens-Ness Form No. 1305 or the finance is	stion Z, the LAURA Laurence sequivalent; he purchase Laura Laurence
If this instrument is NOT to be a trist liefl, or a slow of a closelling use Stevens-Ness Form No. 1306, or equivalent. If with the Act is not required, disregard this notice.	compliance LAUCA II SANCHEZ
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)	
4 a/ )	STATE OF OREGON, County of) ss.
County of Joseph A. 19 89	Personally appeared and
18 October 19 89	who, each being that
Personally appeared the above named	did now that the former is the
ces elles la compete de la compete	that and that the latter is the
OFFICIAL SEAL	secretary of
PAULA L. DeCOTY NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN	a corporation, and that the seal attitude the invigrement was signed and
PRIVIPAL OFFICE IN SONOMA COUNTY 13, 1992	corporate seal of said corporation and that the histories of its board of directors; sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act
My Commission School 13, 1992 (I	and deed.
Before me	Belicre me:
(OFFICIAL SEAL)	Nolary Public for Oregon SEAL)
Notary Public for Gregore	My commission expires:
My commission expires: 137/2-92	
r.EQUE	ST FOR FULL RECONVEYANCE
™o be used •	nly when abligations have been paid.
<b>70</b> :	, Trustee
trust deed have been fully paid and satisfied. The state of the state	ences of indebtedness secured by said trust deed (which are delivered to you
herewith together with said trust deed) and to reconvey, wi	ences of indebtedness secured by said trust deed (minor thout warranty, to the parties designated by the terms of said trust deed the and documents to
estate now held bytyou under the same. Water to convey and	
D/TED: , 19	
DITED:	
	Beneficiary
	the trustee for concellation before reconveyance will be made.
De not lose or destroy this Truck Dood OR THE NOTE which it see	ures. Both must be delivered to the trustee for concellation before reconveyance will be made.
CONTRACT DEED	STATE OF OREGON, ss.
TRUST DEED	County ofKlamath
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	received for record on the9.thday
====	April, 19.90.,
	11:58 o'clockA.M., and recorded
Grantor	space reserved in book/reel/volume No
Giano	ment/microfilm/reception No13.31,
	Pacord of Mortgages of said County.
Benetici ary	Witness my hand and seal of County affixed.
TOTAL PROPERTY OF THE PROPERTY	
SCOULCE JAC	Evelyn Biehn, County Clerk
4550 W. OAKIEY	By O. Ruling Mulland & Deputy
4108	
CAS VEGAS. NU. 89107 F.	ee \$13.00
M 400/10/14/17	