THIS TRUST DEED, made this \_\_\_\_\_\_15th \_\_\_\_\_day of \_\_March \_\_\_\_\_\_, 1990 \_\_\_\_, between Kon Yung Wong & So Wong, or the survivor as Grantor, Mountain Title Company of Klamath County Shamrock Development Company, an Oregon Corporation

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 16 in Block 2 of TRACT 1082, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

เลยเลส มีลายให้กร พ. - รถการกรณ์ของกระหา ปกาในสมัยเลยของ (จักการกร เพื่อกระหางของก็พรกรรมม

Tax Account No: 4008 020A0 00500

24.5

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 raid and are restaurable.

The sale real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100\*

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note of even date herewith, payable to benicliciary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable as per terms of note 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the linul 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The date of maturity or the went the within described proper sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst then, at the beneficiary's option, all obligations secured by this inst then, at the beneficiary's option, all obligations secured by this inst then, at the theorem immediately due and payable.

To protect the security of this trust deed, grantor agrees: 1.70 protect, preserve and maintain said property, or improvement thereon; not to commit or permit any waste of said property, or improvement thereon; not to commit or permit any waste of said property, or improvement thereon; To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or 3.70 comply with all law, ordinanceured therefor.

3.70 comply with all law, ordinanceured therefore, conditions and restrictions alterting said property; if the beneficiary for the property public office or offices, as except and to pay for filing same in the beneficiary. The provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from inso or domage by liting of the said with the said of the said premises against loss or domage by liting and such other hazards as the beneficiary, with loss payable to the later; all the grantor shall fall or any reson to provide any policy of insurance now or hereafter placed on said buildings, the said policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the said policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance to may not thereof any policy of insurance one or hereafter placed on said buildings, the said policies of the beneficiary at least lifteen days prior to the expiration of any policy of insurance to the protect of the pro

I having obtained the written consent or approval of the beneficiary, trument, irrespective of the maturity dates expressed therein, or trument, irrespective of the maturity dates expressed therein, or trument, irrespective of the maturity dates expressed therein, or the dead of the lien or other detection of the record of the conclusive proof of the truthfulness therein any narties or lacts shall be conclusive proof of the truthfulness therein any narties or lacts shall be conclusive proof of the truthfulness therein any narties or lacts shall be conclusive proof of the truthfulness therein any narties or lacts shall be conclusive proof of the truthfulness therein any narties of the conclusive proof of the truthfulness therein day any exercises mentioned in this paragraph shall be not less than \$5.

In Jupon any delault by Kantor hereunder, beneficiary may at any pointed by a notice, either in person, by aftent or by a receiver to be appointed by a profit of the more of the proof of the indebtedness hereby secured, endered to the adequacy of any security for the indebtedness hereby secured, endered to the adequacy of any security for the indebtedness hereby secured, endered to the adequacy of any part thereof, in its own name sue or otherwise collect the same, have a profit of the proof of the proof of the same, and the proof of the p

《子》、《全五 J. Mich 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. najmeneska@limesesk ins gradunas javi grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: primarily for grantor's personal, family or household purposes (see Important Notice below), for an organization, or (even it grantor is a natural person) are for business or commercial purposes. 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 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. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation  $\mathcal{Z}$ , 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. Kon Yung Wong Witness By: Usen (If the signer of the above is a corporation, use the form of acknowledgement apposite.) Steven Wilsey/ STATE OF OREGON, STATE OF OREGON. County of Klamath County of This instrument was acknowledged before me on This instrument was acknowledged before me on STATE OF CALIFORNIA

SS

before me

he

resides at

WTC WORLD TITLE COMPANY

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL LOS ANGELES COUNTY My comm. expires JUN 28, 1991

TERRI L ALLEN
NOTARY PUBLIC - CALIFORNIA

Signature 5

Los Angeles

Steven Wilsey

name thereto as a witness-of said execution.

, personally known to me to be the

the undersigned, a Notary Public in and for said County and

person whose name is subscribed to the within instrument as

a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who

18840 Ventura Blvd., Tarzana, CA. 91356;

personally known Steven Wilsey be the person described

in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed

net lose or destray this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

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

COUNTY OF

On

WTC 062

April 16, 1990

being by me duly sworn, deposes and says: That\_

that <u>he</u> was present and saw . Kon Yung Wong and So Wong

State, personally appeared\_

Kon Yung Wong & So Wong 100 North Third Street, Unit D Alhambra, CA 91801

Grantor

Shamrock Development Company 2250 Ranch Road Ashland, OR 97620

Beneticiery

AFTER RECORDING RETURN TO Mountain Title Company 222 South Sixth Street Klamath Falls, OR 97601 SPACE RESERVED FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the .. 27th day of April ,1990 , at 9:59 .... o'clock ... M., and recorded page ........ or as fee/file/instru-

ment/microfilm/reception No....14106, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By aduline Muller Sile Deputy

Fee \$13.00 ---