FORM No. 881-Oregon Trust Deed Series-TRUST DEED. MTC- 23434-D TRUST DEED TRUST DEED TRUST DEED TRUST DEED COPVRICHT 1988 STEVENS-NEES LAW PUB. CO., PORTLAND. OR. 97204 April 1990 between <sup>∞</sup> 14976 Herbert J. Sanchez & Lynne I. Sanchez, or the survivor ...., as Trustee, and as Grantor, Mountain Title Company of Klamath County ALCONTRACTOR OF A Gleta Wampler Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in Klamath County, Oregon, described as: Lot 11, Block 11, TRACT 1107, FIRST ADDITION TO SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon: KDZL DEED Oregon DEAD DEAD Tax Account No: 3408 02780 00700 is the two on another of a first case of the story water a sound of the s 

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herein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition 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 permit any waste of said property. To complete or restore promptly and in constructed, damaged or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-tions and restrictions altecting statements pursuant to the Uniform Commer-join in executing such linancing statements pursuant to the Uniform Commer-tial Code as the benefoiling as well as the cost of all lien searches made proper public office or searching agencies as may be deemed desirable by the beneficiary.

Numance, reliations, covenants, conditions executing such linancing statements pursuant to the Uniform Commenter and the object of the property, if the beneficiary so requests the property billing admenter as the cost of all lien escapes made the property billing admenter as the cost of all lien escapes and the property billing admenter as the cost of all lien escapes and the property billing admenter and the property as soon as insurered or property as soon as insurered property and in such order to the beneficiary of the beneficiary as property billing of the fragmenter and the beneficiary of the beneficiary as property billing of the property and the property as soon as insurered property and in such order to the beneficiary of the stater; and the fragment is or other murance policy may be applied by beneficiary of the fragment and the charges the fragment or such and the charges the fragment or such and the property billing admenter of the stater; and the fragment or by property before any part of the beneficiary and the property before any part of the beneficiary of the states, exists and other charges that and the charges property deliver and parts and the property before any part of the beneficiary of the states, exists and other charges that much there assessment of any of the states and the states and the charges part of the fragment of any target, exists and the adment beneficiary should the fragment, with index states, exists and the adment beneficiary is admenter between the state and the state and the states and the states

ney's tres on such appear. It is mutually affeced that: 8. In the event that any portion or all of said property shall be taken 8. In the event that any portion or all of said property shall have the inde the right of eminent domain or condemnation, beneliciary shall have the inde the right of eminent domain or condemnation, beneliciary shall have the inde the right of eminent domain or condemnation of the monies payable as compensation for sequire that all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's less mecessarily paid or to pay all reasonable on any reasonable costs andly spenses and attorney's less, applied by it first and appellate courts, necessarily paid or incurred by bene-both in the trial poend my reasonable costs andly spenses, to take such actions secured hereby ch instruments as shall be never. It is determined the stall complete the stall be the such actions and execute somptify upon beneficiary's request. It is determined the stall complete the stall be the stall be the pensation, At any time and from time to be the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may 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 (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 subordination or other agreement allecting this deed or the lien or charge thereoi; (d) reconvey; without warranty, all or any part of the property. The frantise in any reconveyance may be discribed as the "person or person frantise in any reconveyance may be discribed as the "person or person frantise in any reconveyance may be discribed as the "person or person frantise in any reconveyance may be discribed as the "person or person frantise in any reconveyance may be discribed as the "person or person be able thereto," and the recitas thereoi. Trustee's tees for any of any time without notice, either in person haven the one less than 55. The pointed by a court, and without regard to the adequacy of any security or pointed by a court, and without regard to the adequacy of any security rop-ning any part thereoi, in its mast due and unpaid, and apply the same, issues and profits, including those mad callection, including reasonable attor-ney's less upon any indebtedness secured hereby, and in such order as bene-liciary may determine. 11. The entering upon and raking possession of said property, the collection of such rents, issues and profits, or the proceeds of the add other imaurance policies or compensation or awards for any taking or damade of the pursuant to such notice. We way detault or notice of delault hereunder or invalidate any act done pursuent to such notice.

wayers, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. W12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any afterement hereunder, time being of the sestence with respect to such parent and proceed to orrectose this trust deed declare all sums secured in the trustee of the trust of the beneficiary may declare all sums secure of the trustee to pursue any other right or advertisement and low or in equity, which the beneficiary may have. In the even remedy, either elects to foreclose by advertisement and sale, the beneficiary the beneficiary all or direct the trustee loss this trust deed wort the beneficiary all or direct the trustee of the truste colors the trust deed wort the beneficiary all or direct the trustee to pursue any other right or advertisement and low or in equity, which the beneficiary may have. In the even the beneficiary lie execute and cause to be recorded his written notice of digatult the trustee to low the trustee and proceed to loreclose this trust deed motice thered as then required 86.735 to 86.795. In the any time prior to grave and proceed to loreclose the strustes the alle, and at any time prior to grave bar be true of the 86.735. may cure the delault or delaults, thus deed, the delault may be cured by paying the sums the fantor or any of the person so priviled by DRS 86.735, may cure the delault or delaults occurred. Any other and such priorion as would entire amount due at ordenult occurred. Any other and such priorion as would entire amount due at nord endult occurred have to be and protorion as would entire amount due at norder and the obligation of the trust default and express entit the truste of the delault on the unit delault that being cured may be under by tendering the delault on the units default or obligation or trust deed. In any case, in additay to the beneficiary all cost delaults, the person ellecic

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 raise of sale or the time to which said sale may be postponed as providentially any. The trustee may self arcel or parcels at auction to the highest based of cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property solution there of any matters of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property solution there of any matters of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property solution there of any matters of sale. Trustee shall deliver to the purchaser ins deed of any matters of the trustee, but including of the truthing beneficiary, may purchase at the sale. Swhen trustee sells pursuant to the powers provided herein, trustee shall opply the proceeds of sale to payment of (1) the expenses of sale in-haling the compensation of the trustee, of the interess of the trustee of the trust cludiney, (2) to the obligation sector the interess of the trustee of the trust devend the econder lines subsequera in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or success

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or successor to any truther annucl herein or to any successor trustee appointed herein trustee, the later hard and the successor function of the successor upon any truther hand be vested with all the powers and duties confirmed trustee, the later herein named or appointed hereinder. Each such appointment which, when recorded in the mortgage conclusive proof of proper appointment which the property is situated, shall be conclusive proof of proper appointer and obligated is made a public record so this duty rescuted in or trustee is and a public record as provided by law. Trustee is not obligated to notify any party hereto of pending safe under any other deed trust or of any action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee herevnder must be either an attorney, who'ls an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company cultorized 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.

9415 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. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily for the tracker's personal land, or household purposes (see Invortant Notice below). (b) the address of the tracker's the second 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 leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his band 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 creation as such word is defined in the Truth-in-Lending Act and Regulation 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. Witness by: (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON. STATE OF OREGON, STATE OF CALIFORNIA Stap Los Angeles COUNTY OF SS April 18, 1990 On before me the undersigned, a Notary Public in and for said County and WTC WORLD TITLE COMPANY State, personally appeared Steven Wilsey , personally known to me to be the person whose name is subscribed to the within instrument as FOR NOTARY SEAL OR STAMP a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who Vitness being by me duly sworn, deposes and says: That resides at 18840 Ventura Blvd., Tarzana, CA. 91356 that he \_was present and saw OFFICIAL SEAL TERRI L ALLEN NOTARY PUBLIC - CALIFORNIA Herbert J. Sanchez and Lynne T Sanchez personally known Steven Wilsey be the person described in, and whose name is subscribed to the within and annexed LOS ANGELES COUNTY My comm. expires JUN 28, 1991 instrument, execute the same; and that affiant subscribed name thereto as a witness of said execution. Stapl 00 Signature WTC 062 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 concellation before reconveyance will be n TRUST DEED STATE OF OREGON. mites. the side of the optimic County of Klamathers ch.) (FORM No. 881) STRVENS NESS LAW PUB. CO., FORTLAND, ORE wat footstoul ad assessmentation I certify that the within instrument was received for record on the ... 17th day Herbert J. Sanchez & Lynne I. Sanchez May , 19.90 of. 996 Mancos Place at 8:50 o'clock ... A.M., and recorded Anaheim, CA. 92806..... in book/reel/volume No. M90 on SPACE RESERVED Grantor FOR page 9414 ..... or as fee/file/instru-Gleta Wampler RECORDER'S USE ment/microfilm/reception No. 14976 P.O. Box 134 Record of Mortgages of said County. Chiloquin. OR 97624 「日本時間になられた) Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. ald Traile Ao. Tash sa Tra Mountain Title Company Evelyn Biehn, County Clerk 222 South Sixth Street NAME TITLE Klamath Falls, OR 97601 FO DERI By Quelener Mullendore Deputy Fee \$13.00 60.000 地上公

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