150EN # 0.2035311

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 attached. now or hereafter appertaining, and the rents, results and profits thereof and an interest and the rents and the rents, results and profits thereof and 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 ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100----, note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of even date necessitin, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at naturity of note.

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 willin described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the frantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary a option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the natural dates and payable.

-Oregon Trust Deed Series-TRUST DEED

herein, thall become immediately due and payable.

To protect the security of this trust deal, drantor agrees:

I to protect, preserve and maintain said property in good condition and repair not a remove or demolish any building or improvement thereon:

I To consmit or permit my waste of said property in good and workmalike distroyed thereon and pay when due all costs incurred therefore, and pay when due all costs incurred therefore, the said property if the beneficiary so requests, to ion it assumed a steeting aside property: if the beneficiary conditions and restrictions affecting said property: if the beneficiary may require and to pay for find same in the by liling officers or searching segments as may be dranted lesirable by the beneficiary may feed in and to pay for find same in the by liling officers or searching segments as may be dranted lesirable by the beneficiary.

join in executing such imanicing statements pursuant to the uniform commercial Code as the beneficiary may require and to pay for filing same in the proper public offices or offices, as well as the cost of ell line searches made beneficiary.

4. To provide and continuously maintain insurance on the buildings mow or, htreatter erected on the said premises against it as or damage by fire and such other heatards an the boal premises against it as or damage by fire an amount not less than it. INSUECT TO THE CONTROLL OF ACTURE.

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It is nuctually agreed that:

8. In the event that may portion or all of said property shill be taken under the right of center domining or condemnation, beneficiary shill have the right, if it to elects, or equire shat all or any portion of the movies parable as compensation to require shat all or any portion of the movies parable to pay all resonable costs, ryennes and attorneys sees necessary paid or applied by a ranto much proceedings, shall be paid to beneficiary and applied by it lists upon automorbic costs and espenses and attorneys fees necessary in such proceedings, shall be paid to beneficiary in such proceedings so the standance applied upon the indebtends secured hereby; and frantor decreases at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary request.

9. At any time and from its fine upon written request of beneficiary, paymert of its fees and presentation of this deed and its note for endorsement (an case of full reconveyance, for cancellation), without allecting the liability of any person for the payment of the indebtechess, tousee may (a) consent to the making of any map or plat of said property; (b) join in

grantind any essement or creating any restriction thereon; (c) join in any subordination or other astrement allecting this deed or the lien or charge subordination or other astrement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The feather of the property of the property, and the application of property of the property, and the application of property, and the property of the property, and the application of property, and the property of the property, and the property, and the property, and the property of the property, and the property of the property, and the property of the property, and the property, and the property of the property, and the property, and the property of the propert

stegsther 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 notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said properly either action to the highest bidder for cash, payable at the time of parcels or a separate parcels and shall sell the parcel or parcels as shall deliver to the putser its deed in form as required by law converted the property so sold, but without any covenant or warranty, expressive or install plied. The recitals in the wide of any matters of lact shall be conclusive proof of the truthlulness thereo. Any person, excluding the trustee, but including 15. When trustes sells pursuant to the powers provided herein trustee shall apply the processed sale to payment of (1) the expenses of sale, installings (2) to the colligation secured by the trust deed, (3) to all prustees haring recorded liens subsequent to the interest of the truster interest surpus, if any, to the granter or to his successor in interest entitled to such suraius.

16. Beneliciary may from time to time appoint a successor in interest entitled to such

surp us. If any, to the granter or to his successor in interest entitled to such suralus.

16. Beneticiary may from time to time appoint a successor or successor sto any trustee named herein or to any successor trustee appointed hereins and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties confirming upon any trustee herein named or appointed hereinstrument executed by beneticing and substitution shall be made by written instrument executed by beneticing which, when recorded in the most age records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor truste.

17. Trustee uccepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not oblighted to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTS: The Trus' Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings tind can association authorized to do business under the Lives of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its substitutions, affiliates, and branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 695.585.

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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 lowver 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 grantor's personal, lamily or household purposes (see Important Notice below),
(b) 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 terminine and the number, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. House D. Aloodwick warne D. Woodwick years W. Woodwick * IMPORTANT NOTICE: Delete, by lining out, whichever warrardy (a) or (b) is not applicable; if warrardy (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Adi 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. (if the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON. County of Klamalk County of Thus, instrument was acknowled and before me on (LAS!: 32. 1991), by

WAYNE D. WOODWICK This instrument was acknowledged before me on JUNE M. WOODVICK

JUNE M. WOODVICK

JUNE M. WOODVICK

CHARY

CANCEL STANDIA CO.

Notary Public for Oregon

My contribution expires: 1-33-98 Notary Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL ESCONVEYANCE 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: net less or destroy this Trust Dead OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON. County of STEVENS-NESS LAW PUB. CO., PORTE I certify that the within instrument eceived for record on theday ..., 19......, SPACE RESERVED kyalfakaab pageor as fee/file/instru-ment/microfilm/reception No.................., FOR RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneliciary County affixed. AFTER RECORDING RETURN TO ASPEN TITLE & ESCROW, INC.

525 MAIN STREET

KLAMATH FALLS OR 97601

Tract A of HARRIMAN PARK, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following described parcels of land:

That portion conveyed to Eldon V. Stivers and Peggy M. Stivers by Deed recorded in Book M-66 at Page 8802, Deed Records of Klanath County, Oregon; That portion conveyed to Wm. Ganong by Deed recorded September 27, 1968 in Book M-68 at Page 8843, Deed Records of Klamath County, Oregon; That portion conveyed to Lee C. Hart and Neva T. Hart by Deed recorded July 12, 1968 in Book M-68 at Page 6334, Deed Records of Klamath County, Oregon; That portion conveyed to Weston Thorsen and Thelma Thorsen by Deed recorded September 16, 1969 in Book M-69 at Page 8007, Deed Records of Klamath County, Oregon; That portion conveyed to Eugene F. Jensen and Ruth A. Jensen, by Deed recorded October 27, 1967 in Book M-67 at Page 8338, Deed Records of Klamath County, Oregon; That portion conveyed to Fred L. Ong by Deed recorded November 6, 1969 in Book M-69 at Page 9363, Deed Records of Klamath County, Oregon; That portion conveyed to Dave Jones by Deed recorded August 19, 1968 in Book M-68 at Page 7521, Deed Records of Klanath County, Oregon; That portion conveyed to Frank DeLong and Velma N. DeLong by Deed recorded July 18, 1978 in Book M-78 at Page 15427, Deed Records of Klanath County, Oregon.

ALSO SAVING AND EXCEPTING THEREFROM that portion conveyed to Burton A. Bixler and Eunice L. Bixler, by Deed recorded August 29, 1984 in Book M-84 at Page 15018, Deed Records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING THEREFROM that portion described as follows:

Beginning at the Southeast corner of Tract 1 HARRIMAN PARK; thence South along the East line of said Tract A to the Southeast corner thereof; thence West along the South line of said tract to the center line of a 20 foot private roadway; thence Northwesterly along said center line to its intersection with the extension of the Southeasterly line of said Lot 1; thence Northeasterly along said extension and said Southeasterly line of Lot 1 to the point of beginning.

ALSO SAVING AND EXCEPTING THEREFROM that portion lying Southerly of the South boundary of parcel conveyed to Dave Jones by Deed recorded August 19, 1968 in Book M-68 at Page 7521.

STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Acnes Title Co.	the 27th day
Filed for record in request of P 10 90 et 2:31 o'clock P M., and duly reco	orded in Vol. <u>M90</u>
Mortgages on Page1205_	<u></u>
Or Evelyn Biehn Cou	nty Clerk
By Double 4	Miller

FEE \$18.00