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THIS TRUST DEFD .	ande this 13th day o	June – 19 90	, between

Alan Christopher Lee as Grantor, Mountain Title Company of Klamath County

Gleta Wampler

as Beneficiary,

in

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## WITNESSETH:

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

Lot 33, Block 1, TRACT 1029, SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No: 3408 028A0 00500

together with all and singular the tenements, hereditaments and uppurtenances 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

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## It is mutually agreed that:

It is mutually agreed that: 8. In the event that any pution or all of said property shall be taken urdler the right of eminent domain or condemnatism, beneficiary shall have the right, if it is so elects, to require that all or any pution of the monies pay able as compensation for such taking, which are in eveness of the amount required to pay all reasonable costs, expenses and attorney's item necessarily paid or incurred by grantor in such protectings, shall be puid to beneficiary ind applied by it first upon any reasonable costs and expenses and attorney's item ficiary in such proceedings, and the balance applied upon the inclusive secured hereby, and grantor agrees, at its own (spers, to take such actions and execute such instruments as shall be necessarily paid in such actions 9. At any lime and from time to time to this deed and the motion for endorsement (in cuse of lull reconvegances, lot the inclusion lot for endorsement (in cuse of lull reconvegances, lot the inclusion lot for endorsement (in cuse of lull reconvegances, lot the inclusion on the one for endorsement (in cuse of lull reconvegances, lot the inclusion on the latter (a) consent to the making of any map or plat of the invebtedness, trustee may (a) consent to the making of any map or plat of the invebtedness, trustee may (b) ion in 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 threeol; (d) resonrey; without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons be exercised as the "person or persons". The grantee in any reconveyance may be described as the "person or persons" and the recitals thereol. Trustee's lees for any of the appointed by a court, and while use by agent or by a receiver to the appointed by a court, and secured, enter upon any default by grantor there only any security for the indebtedness theold, in this own name sue or otherwise collect the rents, less costs and properties of any indebtedness secured hereby, and in such order as beneficiary may determine. If the entering upon any debtedness secured hereby, and in such order as beneficiary may determine. If the entering upon and taking possession of said property, the collection of such rents, issues and provints, or thereored in the administration of a wards for any taking or damage of the property, and the application of such rents, issues and provints, or thereored as the restriction of such notice. If you not be applied to a such rents, issues and provints, or the proceeds of line and other property, and the application of such rents, issues and provints, or thereored such and any the application of such rents, issues and provints or any taking or damage of the property, and the application of such rents issues and provints or invalidate any act done pursuant to such notice.

property, and the application or release thereod is utilities, shall not any act does waive any delault on notice of delault hereunder or invalidate any act does pursuant to such notice. [12] Upon delault by grantor in payment of any indebtedness secured hereby or in his perto mance of any agreement hereunder, time being of any declare all sums secured hereby immediately due and payable in an or any declare all sums secured hereby immediately due and payable in an or any declare all sums secured hereby immediately due and payable in an or any declare all sums secured hereby immediately due and payable in the det in equity as a mortise or direct the trustee to foreclose this trust deed in equity as a mortise or direct the trustee to foreclose this trust deed in equity is a mortise or direct the trustee to foreclose this trust deed in equity is a mortise of local by direct the trustee to foreclose this trust deed in the second direct of the trustee to parse where. In the event the beneliciary of the fore by advertise the parse that the deed by the trustee shall execute and cause to be treated by advertise and his election to sell the said describes and proceed to foreclose this trust deed in the manner provided in negative 86.735 to 85.795. I. After the sprine to 5 days before the date the trustee conducts the saie, the grant default of the delault or other the sum of by advertisement and saie, the grant defaults. If the default occurred. Any other delault that is capable of obligation or trust deed. In any case, in addition to curing the delault or obligation or trust deed. In any case, in addition to curing the delault of the trust deed. In any case, in addition to curing the delault of delaults of the default occurred. Any other delault that is capable of obligation or trust deed. In any case, in addition to curing the delault of obligation or trust deed. In any case, in addition to the trust deed by faw. 14. Otherwise, the saile shall be held on the date and at the time and

and expenses actually incurred in enforcing the council of the amounts provided together with trustees and attorney's lees not exceeding the amounts provided by law. Place designated in the notice of sale or the time to which said sale may be parponed as in separate parcels and shall sell the parcel or parcels in clop be designed by law. The trustee may sell said property either in clop be designed by law. The trustee may sell said property either thall deliver to the purchaser is deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof the truthlulness thereof. Any person, excluding the trustee, but including the frants and the sell substant to the powers provided herein, trustee shall apply the processer is be to payment of (1) the expense so sale in cluding the compensation of the trustee and a reasonable charge by arrows having recorded liens subsequent to the interest their in the interest may appear in the order of their priority and (4) the surplus, il any, to the grantor or to his successor in interest entitled to successor in surplus, il any, to the grantor or to his successor in interest entitled to successor in surplus, il any, to the grantor or to his successor in interest entitled to successor in interest entitled to successor in interest entitled to successor in the successor in interest entitled to successor is interest entitled to successor in interest entitled to successor is interest entitled to successor in the successor is successor in the trust in the successor or successor.

deed as their network of the property of the successor in interest entitled to such surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-trustee, the latter shall be vested with all title, powers and duries conferred trustee, the latter shall be readed or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, a hen recorded in the mortable records of the counts or countries in which, the property is situated, shall be conslusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and obligated to notify any party hereto of pending sale under, any other deed or trust or of any action or proceeding in which gantar, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee herewader must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do luxinus 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, agains a branches, the United States or any agency thereof, at an escrow agent licensed under ORS 696.505 to 696.585. \_\_\_\_\_

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The grantor covenants and agrees to	and with the beneficiary	and those claiming und	er him, that he is law- e thereto
The grantor covenants and agrees to v seized in fee simple of said described re	al property and has a v		
that he will warrant and forever determ	I the same against all I	persons whomsoever.	
		lowelbod note and this	trust deed are:
The grantor warrants that the proceeds of the france of th	V UNITED BERRY POLICY		i i i i i i i i i i i i i i i i i i i
This deed applies to, inures to the benelit representatives, successors and assigns. T	of and binds all parties here he term beneficiary shall me ciery herein. In construing ti	an the holder and owner, inches deed and whenever the co	ntext so requires, the masculine
ender includes the leminine and the neuter, and IN WITNESS WHEREOF, said a	rantor has hereunto set	his hand the day and ye	ar first above written.
* IMPCRTANT NOTICE: Delete, by lining out, whicheve not applicable; if warranty (a) is applicable and this b as such ward is defined in the Truth-in-Lending At as such ward is defined in the Truth-in-Lending At	and Regulation Z, the Wi	tness by: 72m	Dard
not applicable, it would in the Truth-in-Lending Att as such word is defined in the Truth-in-Lending Att beneficiary MUST comply with the Act and Regulatic beneficiary MUST comply with the Act as Stevans-Ness Form in directosures; for this purpose use Stevans-Ness Form in If compliance with the Act is not required, disregard t	1319, or equivalent.	Brian Br	odsky
(If the signer of the above is a corporation, use the form of acknowlidgement opposito.)	STATE OF	OREGON.	)) 55,
STATE OF OREGON, County of	) ss. County o This instrum	t ment was acknowledged before	, me on
County of This instrument was acknowledged build , 19, by	19, by as	nent was acknowledged beide	
	10		
STATE OF CALIFORNIA COUNTY OF <u>LOS Angeles</u>	SS.		
On June 18, 1990	before me and for said County and an Brcdsky		RLD TITLE COMPANY
State, personally appeared, personally appeared, personally appeared to the subscribed to	illy known to me to be the o the within instrument as		ARY SEAL OR STAMP
a witness thereto, (or process of a credible witness who is perso	nci says: That <u>he</u>		OFFICIAL SEAL
that <u>he</u> was present	a	NOT	
personally known to	to be the person described to the within and annexed nd that affiant subscribed	i harren	y comm. expires JUN 28, 1991
instruction, execute instruction, execute instruction is finance thereto is signature	a witness of said execution		
WTC 062			OF OREGON,
TRUST DEED		Country of the Country of Country	ty of
Alan Christopher Lee		of	June And reco
2343 Coventry Circle Euflerton, CA 92633		served in bool R page	c/reel/volume No. 12659or as fee/file/in microfilm/reception No1
Gleta Wampler p.O. Box 134	FECORDE	Record	i of Mortgages of sald Country Witness my hand and se
Chiloquin, OR 97624 Bene fit	Airy	Count	y affixed. Lyn Biehn, County Clei
Mountain Title Company	Fee \$13.00	By	une Caulone Mullender D
Klamath Falls, OR 97601	II FEE YAY		

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