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FORM No. 881 Cregon Trust Deed Series—TRUST DEED.	Vol. mg D Page 12663	
Label Control of the	May , 19 90, betwee	en
THIS TRUST DEED, made this	11000	_
Gary E. Whitney & Claire 1. Whitney, or the survi	ty , as Trustee, ar	nd
as Grantor, Mountain Title Company V.		, ,
Gleta Wampler		
as Beneficiary, WITNESSETE Grantor irrevocably grants, bargains, sells and conveys to County, Oregon, described as:	H: to trustee in trust, with power of sale, the proper :	rty

in Klamath County, Oregon, describ Lot 14, 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.

Tax Account No: 3408 027B0 00400

together with all and singular the tenements, hereditarients 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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note or even date herewith, 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 to be comes due and payable to the debt secured by this instrument is the date, stated above, on which the final installment of said note the comes 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 second 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or the maturity dates expressed therein, or the beneficiary's option, all obligations recursed by this instrument, irrespective of the maturity dates expressed therein, or the property of this trust dead to the property of the security of this trust dead to the property of the security of this trust dead to the property of the security of this trust dead to the property of the security of the se

becomes due and payable. In the event the witten trist havisold, conveyed, assigned or alienated by the granter without first havisold, conveyed, assigned or alienated by the granter without first havished, and the beneficiary's option, all obligations secured by this instruction, therein, shall become immediately due and payabli.

To protect, preserve and maintain said property in good condition, and repair; not or permit any waste of said property in good condition not to car permit any waste of said property in good and workmanlike in the condition of the co

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of (minent domain or condemnation, beneficiary shall have the right, if it so elects to require that all or any partien of the monies payable to some personnel or the sound require to so compensation for such taking, which are in oceas of the amount require to pay all reasonable costs, expenses and attorney less necessarily pail or to pay all reasonable costs and storney less necessarily pail or incurred by grantor in such proceedings, shall be proceeding, and incurred by the proceedings, and storney's less, applied by it first upon any reasonable costs and express and attorney's less, applied by it first upon any teasonable costs and express and attorney's less, applied by it first and payable to the payable to the trial and appellate courts, necessarily no obtaining such considered hereby, and grantor agrees, at its own usperse, to take such across and execute output upon beneficiary's request.

The pensation proceedings and the balance of pleed upon the time to the pensation of this deed and the note for the payment of the time and from time to this deed and the note for endorsenent (in case of full reconveyances, for cuncellation), without affecting the liability of any person for the payment of the indebtedness, trustee and (n) consent to the making of any map or plat of said property; (b) join in

Franting any easement or creating any restriction thereon; (c) join in any estimation or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconveyance may be described as the "person or persons if the property of the tention of any matters or facts shall really entitled thereto," and the recitals thereof. Trustee's lees for any of the be conclusive proof of the truthulines thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

The without notice, either in person, by agent or by a receiver to be appointed by a court, and without redard to the adequacy of any security for pointed by a court, and without redard to the adequacy of any security for indebtedness hereby secured, enter on and take possession of said property, they or any part thereof, in its owns independent or any part thereof, in its owns independent of the angle, and apply the rest, itself, and property and profits, including those property and in such order as beneficiary may determine. Upon and taking possession of said property, the collection of such rents, issues and profits, or the process, of the rand of the rand of the rest, and the property and the application or release thereof as alores and or dire and othe my property, and the application or release thereof as alores and or dire and other waive any default or notice of default hereafter or invalidate any act done pursuant to such notice.

property, 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.

1. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the season of

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 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 repeat to the postpond as provided by law. The trustee may sell said property either he postpond as provided by law. The trustee may sell said property sither auction to the highest bidder for cash, payable at the parcel or parcels at auction to the highest bidder for cash, payable at the me of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying help property so soft, but without any covenant or shall be conclusive proof plied. The recitals in the deed of any nastres of ast shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including of the truster shall apply the proveds of sale to payment of (1) the expenses of sale, in shall apply the proveds of sale to payment of (1) the expenses of sale, in shall apply the proveds of sale to payment of (1) the expenses of sale, in shall apply the proveds of sale to payment of (1) the expenses of sale, in shall apply the proveds of sale to payment of the trustee by trustee shall be configurated by the trust deed. (3) to all person attorney, (2) to the obligation secured by the trust deed, (3) to all person the payable to the trustee in the trust deed as their interests may appear in the order of their privity and (4) the deed as their interests may appear in the order of their privity and (4) the supplus, if any, 10 the grantor or to his successor in interest entitled to surplus.

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

16. Beneticiary may from time to time appoint a successor or successor for any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be made by written instrument executed by beneticiary, and substitution shall be made by written instrument executed by beneticiary, and substitution shall be made by written instrument executed by beneticiary which the property is situated, shall be conclusive proof of proper appointment which the property is situated, shall be conclusive 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 obligated to notify any party hereto of pending sale under any other deed of the successor described by a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee her under must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or soverings and loan association authorized to do business under the laws of Oregon or the United States of any agency thereof, or an escrow agent licensed under CR\$ 696.505 to 696.505, property of this state, its subsidiaries, affiliates, a jents for branches, the United States of any agency thereof, or an escrow agent licensed under CR\$ 696.505 to 696.505.

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.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, the term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and assigns. The term beneficiary shall mean the holder and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires.

* IMFORTANT NOTICE: Delete, by list of applicable; if warranty (a) is a cas such word is defined in the Tree beneficiary MUST camply with the disclosures; for this purpose use State of compliance with the Act is not recognition.	ning out, whichever warranty (a) plicable and the beneficiary is a pplicable and the beneficiary is a path-in-lending Act and Regulation. Act and Regulation by making ovens-Ness Form No. 1319, or equens-Ness Form No. 1319, are equired, disregard this notice.	or (b) is Gary E. White	a Whitely	6/3/90
(If the signer of the above is a corpore use the form of acknowledgement opport	ylon, pite)	STATE OF OREGON,	`	55.
STATE OF OREGON,) \$5.	County of This instrument was ackno		**************************************
This instrument was	19 , by	19 , by		and the second second
STATE OF CALIFO		ss.		

COUNTY OF June 4, 1990 before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Brodsky

person whose name is subscribed to the within instrument as 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 being by me duty sworn, deposes and says: That he

18840 Ventura Blvd., Suite 215, Tarzana, CA.

that <u>he</u> was present and saw Gary E. Whitney and Claire A. Whitney personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the tame; and that affiant subscribed his /name thereto as a witness of said execution

Signature



FOR NOTARY SEAL OR STAMP



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WTC 062

STEVENS NESS LAW HUB CO. PORTLAND. GVE Gary E. Whitney & Claire A. Whitney

1418 W. Maxzim Ave Fullerton, CA 92633

Gleta Wampler P.O. Box 134 Chiloquin, OR 97624

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

SPACE RESERVED FOR

RECORDER'S USE

Fee \$13.00

STATE OF OREGON,

County ofKlamath I certify that the within instrument

was received for record on the 27th day June ,19 90, at 3:39 o'clock P.M., and recorded in book/reel/volume No. M90 on page ...12663...... or as fee/file/instrument/microfilm/reception No. 16821, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Danke Mullender Deputy