ASPEN 08035370 OF VRIGHT 1988 STEVENS NESS LAW FUB. CO., PORTLAND, OR. 92204 FORM No. 881—Oregon Trust Deed Series—TRUST DEED. Vol.<u>m90</u> Page 18366 @ TRUST DEED 20073174 08 31803 00 JULY , 19.90 , between THIS TRUST DEED, made this \_\_\_\_\_\_\_\_ 31ST \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ JULY \_\_\_\_\_\_\_\_, 19 STEPHEN C. BRUNSCHEEN AND KIMBERLY J. BRUNSCHEEN, husband and wife  $pro^{-1}$ ASPEN TITLE & ESCROW, INC., An Oregon Corporation ERA-NICHOLSON & ASSOCIATES as Grantor the plane is 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: and conserved a The E 1/2 LESS the East 50 feet of Lot 6, Block 1, ALTAMONT ELVES OF OFF ACRES, in the County of Klamath, State of Oregon. CODE 41 MAP 3909-3DB TL 2000 THIS TRUST DEED IS THIRD AND INFERIOR TO THAT TRUST DEED OF RECORD RECORDED ON JUNE 27, 1990, IN FAVOR OF LEO R. FERRONI, AND THAT TRUST DEED IN FAVOR OF CHRISTOPHER A. NEWTON. 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 prolits thereof and all fixtures now or hereafter attached to or used in connec-mon with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE AND TOULD HUNDRED AND NO 1100 TWO THOUSAND FOUR HUNDRED AND NO/100 Decomes due and payable. In the event the termine term without first have sold, conveyed, assigned or alienated by the grantor without first have sold, conveyed, assigned or alienated by the grantor without first have sold, conveyed, assigned or alienated by the grantor without first have sold the beneficiary's option, all obligations secured by this instrume there, and be come immediately due and payable.
To protect the security of this trust deed, grantor without first have sold the provement thereon. If the provement is not to remove or demolish any building or improvement which incurred thereon. To complete or restore promptly and be constructed, damaged or destroyed thereon, and pay when due addinances, regulations, covenants, conditions and restrictions and termining atterments pursuant to the Uniform Commer any building or improvement which incurred thereon.
To comply with all laid property, if the beneliciary so requests, to find thereon, and beneliciary may require and to pay for filing some "made the property of the addinances, regulations, covenants, condition is executing atterments pursuant to the Uniform Commer any building or offices as a well as the cost of all line strable by the grant offices or searching agencies as amay be deemed desirable by the first of a sold continuously maintain insurance on the buildings in an anount not less that the proper MI MI and the assold permise against less or damage by line on the termine and such other hasards as the thereficiary with loss payable to the latter; all collicies to the beneficiary as soon as insuld or any process on the procure any wall mot the sold and continuously maintend day provement. The assold and in such order as beneficiary may procure the same at glicy may be applied by beneficiary upon any indebtedness set beneficiary the entire amount so collected, or a doin of a sold in such order as beneficiary in a doin or ado and the set of a sold and in such order as beneficiary. Sold the grantor here and granting any easement or creating any restriction thereon; (c) join in any 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 thereof; (d) reconvey; without warranty; all or any part of the property. The thereof; (d) reconvey and me recitals therein of any matters or facts shall legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthluiness thereoil. Trustee's lees for any of the be conclusive proof of the truthluiness thereoil. Trustee's lees for any of the pointed by a court, and without warranty, agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, eithereoi, in its own name sue or otherwise collect the rents, issues and profits, including these past due and unpaid, and apply the same, issues and profits, including these past due and unpaid, and apply the same, issues and profits, uncluding these past due and unpaid, and apply the same, issues and profits, uncluding these past due and unpaid, and apply the same, issues and profits, uncluding these past due and unpaid, and apply the same, issues and profits, uncluding these past due and unpaid, and apply the same, issues and profits, uncluding these past due and unpaid, and apply the same ney's lees upon any indebtedness secured hereby, and in such order as bene-liciary may determine. 11. The entering upon and taking possession of said property, the collection of such rests, issues and profits, or the proceeds of live and other insurance policies or compensation or awards for any taking or danage of the pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereburg in hi waive any default or position of the transfer intervent is intrested, and the cure of pursuant to such notice. 12: Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any afterment hereunder, time being of the essence with respect to such payment and or performance, the beneficiary may declare all sums secured hereby in may proceed to foreclose this trust deed by any and any adjust of the trustee to a provide the trust deed event the beneficiary at his election may proceed to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust as a mortgage or direct the trustee to foreclose this trust deed by adjust a second by adjust the time and place of sale, for notice thereby whereupon the trustee shall lix the time and place of sale, for and his election to sell the said described real property to salisty the obligation and list election to sell the said adjust by law and proceed to loreclose this trust deed notice thered as then require to S days before the date the functioner conduct and 13. Alter the trustee to S days before the date the function as would entire amount due and the date and the cure other than such point as a well on the meanual to default. It the default consists of a lailure to by paying the sums secured by the trust deed, the default may be cured by pay, when due the default or default and be dead the default may be cured by any with default or obligation or trust deed. In any case, in addition to cured the default or obligation or trust deed, the default may be cured by paying the secured here by a cured by tendering the performane required under the being cured may be cured by 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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder lor cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in dynamic server and shall be conclusive proof the property so sold, but without any command warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereoil. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trusted by the trust deed. (3) to all persons having recorded liens subsequent to this successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to successors to any trustee name there in the trust surplus, if any, to the grantor or to his successor in interest entitled to successors to any trustee name there in the trust trustee there in the trust. 16. Beneliciary may from time to time appoint a successor or succes-sors to any trustee named herein or to any trustees or successors. It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneticiary shall have the right, if it so elects, to require that all or any portion of the amount required is oppied by frantor in such taking, which are in excess of the amount required to pay all reasonable costs, expenses and altorney's less necessarily paid or to pay it first upon any reasonable costs and proper dupon the indebtedness possible to the trial and appellate courts, necessarily paid or incurred by ben-ticiary in such proceedings, shall be panse and attorney's less, posth in the trial and appellate courts, necessarily paid or incurred by ben-ticiary in such proceedings, and the balance appense, to take such actions required hereby; and grantor agrees, at its own estary in obtaining such com-nentation, promptly upon beneficiary's require the destance of the note lor 9. At any time and from time to time dupon written request of bene-ficiary, payment of its less and presentation of this deed and the note lor 9. At any time and from time to the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in surplus, il 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 success-to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all tile, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made mortage records of the county or counties which, when recorded in the mortage records of the county or counties which the property is situated, shall be conclusive prool of proper appointment of the successor trustee of this trust when this deed, duly executed and 17. Trustee and a public record as provided by large any other deed of obligated to notify any party hereto of pending sale under any other deed of obligated to notify any party hereto of proint any other adeed of application or proceeding in which frantor, 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 hereunder 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 business 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, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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The grantor covenants and agrees to and fully seized in fee simple of said described real	I with the beneficiary and thos property and has a valid, uner	e claiming under him, that he is law- cumbered title thereto
and that he will warrant and forever defend th	ne same against all persons wh	omsoever.
(1) And the second s		
The grantor warrants that the proceeds of the loi (a)* primarily for grantor's personal, family or h (b) for an organization, or (even if grantor is a	ousehold nurnoses (see important ivo	DICE DEIOW ).
This deed applies to, inures to the benelit of an personal representatives, successors and assigns. The te secured hereby, whether or not named as a beneliciary gender includes the teminine and the neuter, and the sin	rm beneficiary shall mean the holder herein. In construing this deed and w	
IN WITNESS WHEREOF, said grant		day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warn not applicable; if warranty (a) is applicable and the benefici as such word is defined in the Truth-in-Lending Act and R beneficiary MUST comply with the Act and Regulation by disclosures; for this purpose use Stevens-Ness Form No. 131' If compliance with the Act is not required, disregard this not (if the signer of the above is a corporation,	ary is a creditor Stephen C. egulation Z, the making required 9, or equivalent. Kimberly, J	Brunscheen Brunscheen G. Brunwicheen
use the form of ocknowledgement opposite.)	"我们,我们就是我们的"。"你们,我们还是我们的",这个人的"我们",我们的"我们"。 "我们,我们就是我们的",我们们,我们们就是我们的"我们",我们就是我们的"我们",我们们就是我们的"我们"。 "你们,我们们我们就是我们的"。""你们我们就是我们们的",你们就是我们们就是我们们的"我们",我们们就是我们们的"我们"。	
STATE OF OREGON,	STATE OF OREGON,	5     55.
This instrument was acknowledged before me	on This instrument was acknow	vledged before me on
Angust	19, by	
Kinberby J. Brunscheen	ot	
" Sangles Standsa Cee) Notary Public for Ore	gon Notary Public for Oregon	
(SEAL)		(SEAL)
	an Anna an Anna an an Anna an Anna an Anna an Anna an Anna an	
To be	REQUEST FOR FULL RECONVEYANCE used only when obligations have been paid.	an a
trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute; to cancel all herewith together with said trust deed) and to reconve- estate now held by you under the same. Mail reconve-	reby are directed, on payment to yo evidences of indebtedness secured L ey, without warranty, to the parties	designated by the terms of said trust deed the
and the state of the	网络小鼠科科 注意 电输行 法转位条件 法	Beneficiary ee for concellation before reconveyance will be made.
CORE 41 1796 1998-2081 111 5		
TRUST DEED (FORM No. 681) STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.	an de foe di ficade (j. 21) An de foe di ficade (j. 21)	STATE OF OREGON, County of <u>Klamath</u> I certify that the within instrument was received for record on the 13th. day
Stephen C. Brunscheen Courte	yender van de staar gebeure van de staar de staa Needer van de staar d	of Sept. 19 90,
Kimberly J. Brunscheen	SPACE RESERVED	at 9:06 o'clock A. M., and recorded in book/reel/volume No. M90 on
Grantor ERA-Nicholson & Assoc.	FOR RECORDER'S USE	page or as fee/file/instru- ment/microfilm/reception No. 20073,
TRANSFERRED ABL & PARENT ALL AND A	RECORDER 5 USE	Record of Mortgages of said County. Witness my hand and seal of
Beneticiary		County affixed.
ERA-Nicholson & Associates	arbora) Hansonaliana ( GGL GL Constanting ( Constanting (	Evelyn Biehn, County Clerk
2655 Shasta Way Klamath Falls, OR 97603	Fee \$13.00	By Dauline Mullinder Deputy

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