

as Beneficiary, **WITNESSETH:**

Lots 1, 2 and 3 in Block 19 of MOUNTAIN VIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise in anywise appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

The date of maturity of the debt secured by this instrument is the date, stated above, at which the debt secured hereby shall become 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 named herein, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

10. Upon any default by any person, by agent or by a receiver to be appointed, or by any person, without regard to the adequacy of any insurance policy or policies, and without regard to the adequacy of any surety policy or policies, the indubitable hereby secured, enter upon and take possession of all property or any part thereof, in its own name, due and unpaid, and apply the same to its own use and purposes of operation and collection, including reasonable attorney's fees and costs of operation and collection, and in such order as it may deem proper.

11. The entering upon and taking possession of said property, collection of such rents, issues and profits or the proceeds of fire and insurance policies or compensation or awards for any taking or damage of property, and the application or release thereof as aforesaid, shall not curtail or diminish the right of said party to demand notice of default hereunder or invalidate any act or omission of said party.

[illegible][illegible][illegible][illegible]

4. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property in whole or in part, subject to the approval of the court, and the expenses actually incurred by the trustee and attorney's fees not exceeding the amount payable by the estate shall be paid out of the proceeds of the sale.

1. The master in will devised any estate or proceeds, pertaining to the real property, rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiaries or trustee may be involved, shall deliver to the purchaser its deed in form as required by law concerning the property so sold, but without any covenant or warranty, expressing the fact that the property is sold, but without any matter of fact shall be conclusively binding. The recitals in the deed of any matters of fact shall be conclusively binding the trustee, but in no way shall be binding on the purchaser.

[illegible]

It is mutually agreed that:

16. In the event that the undersigned shall be appointed as executor of the estate of the undersigned, the undersigned shall be authorized to execute and deliver such will, powers and duties as shall be required by law, and to execute and deliver such will, powers and duties as shall be required by law, and to execute and deliver such will, powers and duties as shall be required by law.

which, when recorded in the mortgage records of the county of Los Angeles, shall be conclusive proof of proper approval by the said trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in accordance with the laws of the State of California, is made a public record as provided by law. Trustee hereby certifies that he has no knowledge of any pending suit or other proceedings which may affect the validity of the foregoing provisions of this deed.

...the member of the Oregon State Bar, a bank, trust

NOTE: The Trade Dress Act provides that the holder hereof is a citizen of the United States, a title insurance company authorized to do business in the State of Oregon, or an escrow agent licensed under ORS 606.505 to do business in the State of Oregon, its subdivisions, cities, towns, or counties.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-
fully seized in fee simple of said described real property and has a valid, unencumbered title thereto
Trust died in favor of Klamath First Federal Savings & Loan, recorded June 18, 1985.
Volume 185, Page 9157
SEE ATTACHED made a part herein
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 grantor's personal, family or household purposes (see Important Notice below),

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 insured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

Witness my hand this _____ day and year first above written.

IN WITNESS WHEREOF, said Plaintiff has hereunto set his hand the day and year first above written.

*******WARNING NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the Lessor is a creditor, on each note it is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required statements; for this purpose use Bureau-Mesa Form No. 12109, or equivalent. If compliance with the Act is not required, disregard this notice.

Audie Soyland

~~Wanda~~
Wanda Soyland

STATE OF OREGON, County of Clatsop ss

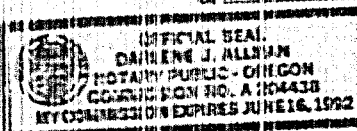
County of _____
This instrument was acknowledged before me on _____
Audie Soyland and Linda Soyland

This instrument was acknowledged before me on

by

123

of



Dorlene J. Allman
Notary Public for Oregon
My commission expires 6-16-92

REQUEST FOR FULL RECONVEYANCE

to be used only when obligations have been paid

TO: _____, Trustee

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 hereunto together with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the entire premises now held by you under the same. Mail accompanying and documents to

DATE:

Beneficiary

to read here or destroy this Trust Deed OR THE INSTRUMENT which it contains. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

2001年 12月 15日

1. RECEIVED JAN 25 1961 (100, 000, 000)

Soyland
1007 Lown Linda
Hilmarth Falls, OR 97601
Grande

Slack

Beneficial

AFTER REPLYING RETURN TO

222 South Sixth
Eliot Falls, OR

STATE OF OREGON,
County of _____ } 33

I certify that the within instrument
was received for record on the _____ day
of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as fee/file/instru-
ment/microfilm/reception No. _____
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

NAME _____

TITLE

By Deputy

19781

This trust deed is an "All Inclusive" Trust Deed and is second and subordinate to the Trust Deed now of record Dated June 13, 1985 and recorded June 18, 1985 in Volume M85, Page 9157, Microfilm records of Klamath County, Oregon, in favor of Klamath First Federal Savings & Loan Association as beneficiary, which secured the payment of a note therein mentioned.

Beneficiaries herein, agree to pay when due, all payments due upon the said promissory note in favor of Klamath First Federal Savings & Loan Association, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and trust deed, Grantors herein may make said delinquent payments and any sums so paid by grantor herein shall then be credited upon the sums next to become due upon the note secured by this trust deed.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____ the _____ day
of _____ A.D. 19 90 at 11:58 o'clock A.M., and duly recorded in Vol. M90
of _____ on Page 19779
_____ Evelyn Biehn - County Clerk
By Debra M. Mulender

FEE \$13.00