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TRUST DEED

THIS TRUST DEED, made this 1st day of January, 1911,

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as Grantor, ASPEN TITLE & ESCROW, INC.,
PATRICIA REEVES, BRENDA HUCKABY, CHRISTOPHER REEVES AND BARBARA STACEY, each as to
an undivided one-half interest.

WITNESSETH:

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

Lot 436, Block 126, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County
of Klamath, State of Oregon.

Notwithstanding all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected therewith appearing, 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
THIRTY THREE THOUSAND FIVE HUNDRED and no/100-

Dollar, with interest thereon according to the terms of a promissory note of 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 at maturity of note. 19
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 within described property, or any part thereof, or any interest therein is sold, agreed to be sold, converted, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or them, or if the beneficiary's opinion all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or hereinafter shall become immediately due and payable.

To provide the security of this trust deed, grantee agrees:

I To protect, preserve and maintain said property in good condition
and repair, and to keep the same from becoming damaged or injured thereon;

The responses are recorded by means of a pen recorder connected to a cathode ray oscilloscope. The output of the oscilloscope is fed into a magnetic tape recorder which records the signals for later analysis.

member some kind of improvement which may be constructed, damaged or destroyed when and where the all costs incurred there.

home and residential affected said property; if the beneficiary or his heirs
is entitled such insurance payments pursuant to the Uniform Commer-
cial Code as the beneficiary may have at the time of his death, or for so long as any
property subject thereto or interest in it exist, in the east of all his burdens and
burdens, and in the same manner as he may be deemed entitled by law.

If no such home and residential insurance on the building
or land is provided, the amount of the premium shall be paid by the
beneficiary or his heirs.

3. The donor will receive, feel and experience at this time, including the act of this receipt as well as the other acts and expenses of the trustee's lecture, no compensation or fee, in rendering this obligation and trust, and nothing else, except gratuity.

4. It is agreed, in and delivered, any action or proceeding to be performed, affect the result, right or power of beneficiary, or trustee, and in any way, or by any means, or process, in which the beneficiary or trustee may appear, including any trial, trial by a grand jury, or otherwise, to pay off costs and expenses, including expenses of this will, and the beneficiary's or trustee's attorney's fees; payment of all costs, to be mentioned in this paragraph 4, in all cases shall be the sole expense, or at the event of an appeal from any judgment, decree or order of any court, trustee, attorney agree to pay such more as the parties could, with adequate remuneratio, as the beneficiary's or trustee's attorney, and each separately.

It is mutually agreed that:

All the costs and any portion or all of said property which shall be taken under the right of eminent domain or condemnation, benefits of said farm right, or otherwise to require that all or any portion of the same be paid as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees reasonably and necessarily incurred by Plaintiff in such proceeding, shall be paid to Plaintiff in full in the sum of and appellate costs and expenses incident thereto in full in such proceeding, and the balance applied upon the indebtedness so secured thereby; and Plaintiff, at its own expense, to take such action and execute such instruments as shall be necessary to effectuate such payment.

and deposit
upon which the trustee's beneficiary's request.
In all cases where and from time to time upon written request of the
beneficiary, deposited or not, and presentation of this deed and of
the instrument of sale of said real estate, or otherwise, for cancellation
of the same, it is hereby agreed that the payment of the amount herein
is to be made by the paying of one sum or part of said property.

granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the heirs or charge thereof; (d) recover, without warranty, all or any part of the property. The grants in any reconveyance may be described as "the person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the acts hereinabove mentioned shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of life and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or discharge the indebtedness created hereby, any act done

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby wherupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed.

notices in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of failure to pay, when due, amounts secured by the trust deed, the default may be cured by paying the entire amount due at the time of the default other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured by tendering the performance required under the obligations or trust deed, in any case, in addition to curing the default or defaults, the party effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed (including attorney's fees not exceeding the amounts provided

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 for the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recital in the deed of the matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including his heirs, executors, administrators, may purchase at the sale.

the grantor and beneficiary, may purchase at the price so provided herein, trustee shall apply the proceeds of payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

At any time or times appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary which, when recorded in the mortgage records of the county or counties in 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 acknowledged in public record as provided by law. Trustee is not liable in any action or party hereto of pending sale under any other deed or instrument, or in any action or proceeding in which grantor, beneficiary or trustee may be a party unless such action or proceeding is brought by trustee.

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.

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);
 (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, insures 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 feminine and the neuter, and the singular number includes the plural.

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

Ruby L Farlow
RUBY L FARLOW

* **DISCLOSURE NOTICE:** Delete, by striking out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and the beneficiary is a trustee as such term is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary shall comply with the Act and Regulation by making required disclosures. For this purpose use Statement from Form No. 1210, or equivalent. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on October 4, 1990,
 by *Ruby L Farlow*.
 This instrument was acknowledged before me on _____, 19____.

Barlene V. Addington
Notary Public for Oregon
 My commission expires 3-22-93

RECEIVE THIS 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 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the real estate held for your under the name, *Mail records, Inc.* and documents to _____.

DATED:

Beneficiary

You may now or whenever hold Trust Deed or the Note which is open, back must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

Form No. 2110

RECORDED IN BOOK PAGE OR PORTION NO. _____

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

ASPEN TITLE ESCROW, INC.
525 MAIN STREET
KLAMATH FALLS, OR 97601

Fee \$13.00

STATE OF OREGON,
County of Klamath, } ss.

I certify that the within instrument was received for record on the 5th day of Oct., 1990, at 10:34 o'clock AM, and recorded in book/reel/volume No. 2110, on page 20175, or as file/instrument/microfilm/reception No. 21105, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Deanne Meekadale Deputy*