

Vol. mgd Page 20782

R\$1.463

MTC #23919-DN

TRUST ID EED

THIS TRUST DEED, made this
May 11, 1928.

27th

day 8

19.90

19.90

90, between

at Glitter. MOUNTAIN TITLE COMPANY OF Klamath COUNTY
Evelyn M. Bishop

as Trustee, and

en Bilingual Dictionary

WITNESSETH:

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

SEE ATTACHED LEGAL DESCRIPTION ON WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise annexed or hereafter appertaining, and the rents, issues and profits thereto 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
FOUR THOUSAND ONE HUNDRED AND NO/100-
Dollars, with interest thereon according to the terms of a promissory
note of
(\$4,100.00)

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 per terms of the note 19.

The date of maturity of the debt secured by this instrument in 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, conveyed, assigned or altered by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable as provided in the instrument.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and to repair and not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to furnish or furnish and statements pursuant to the Uniform Commercial Code to the beneficiary, may request, and to pay for filing same in the proper public office or offices, as well as in the cost of all like searches made by依法 officers or searching agencies as may be deemed desirable by the beneficiary.

Grantor will maintain insurance on the buildings

granting any easement or creating any restriction thereon; (c) join in any 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 granted 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 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 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 or any part thereof, as 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, to the payment of the debt, in such order as bene-

13. To keep and preserve hereinafter constructed and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property, fixtures and part of each asset, now possessed and hereafter to become part due to the delinquent and potentially liable receiver, whether the delinquent should the grantor or his trustee provide for the same, amounts, times and payment, from or out of the assets of the trust, which to such delinquent, or his permitted attorney, shall be due, and which to such delinquent, or his permitted attorney, may, at its option, make payment thereof, and the amount so paid by the trustee or attorney, shall be deducted from the sum due, and the balance due, and the amount so paid by the trustee or attorney, shall be added to and become a part of the debt incurred by this trust, and without waiver of any rights arising from breach of any of the aforesaid covenants and acts with respect thereto as aforesaid, the property hereinbefore described, as well as the grantor, shall be deemed to be vested in the person or persons that then are known to be the payment of the obligations herein described, and all such payments shall be immediately due and payable to such person or persons, and the responsibility thereof shall, at the time of the payment, be removed from the grantor, and the grantor and his trustee and attorney, shall be relieved of all liability and responsibility for the same.

14. In case of the death of the grantor, the trustee, including the co-trustee, either at law or in equity, when the beneficiary elects to foreclose by advertisement and sale, the beneficiary or his attorney, shall exercise and cause to be recorded his written notice of default and his election to sell the same described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof in the manner required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

15. 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 86.735, may cure the default or defaults. If the default consists of a failure to pay when due the sum secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure, other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by performing the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses incurred in enforcing the obligation of the trust deed, together with trustee and attorney's fees not exceeding the amounts provided

14. The pay and costs, fees and expenses, and
all debts as well as the other costs and expenses of the trustee incurred
in connection with his services, shall be paid by the testator's heirs and attorney's
fees accordingly.

15. To commence suit and defend any action or proceed self-pursuing to
afford the testator's rights as personal representative or trustee, or
actions for preserving or reclaiming his Committee or trust assets,
and his other beneficiaries all this deed, to pay and discharge
the expenses of suit and the Committee or trust assets, and
the attorney's fees, the testator's heirs and attorney's fees, the
all above shall be
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 shall sell said property,
in one parcel or in separate parcels, and shall sell the parcel or parcels
to the highest bidder for cash, at the time of sale. Trustee
shall deliver to the purchaser its deed in form as required by law conveying
the property so sold, but without any covenant or warranty, express or implied.
The recitals in the deed of any matter of fact shall be conclusive proof
of the truthfulness thereof. Any person, excluding the trustee, but including

1949 年 10 月 1 日，中國人民共和國成立。

16. It is agreed that any portion or all of said property shall be taken
without the right of conversion, division or distribution, a beneficiary shall have the
right, at his election, to require that all or any portion of the monies payable
on demand and less any sum retained, which are in excess of the amount required
to pay all reasonable costs, expenses and attorney's fees necessarily paid or
incurred by him, provided, in such procedure, shall be paid to a beneficiary and
settled by him upon all reasonable costs and expenses and attorney's fees,
debt in the local and appellate courts, necessarily paid or incurred by
him in such proceedings, and the balance applied against the indebtedness
owed by him and his wife, agrees, it is on their behalf, to take such action
as may be necessary to effect payment on behalf of the beneficiaries in maintaining such com-
munity property, and to record the same in the office of the recorder of deeds, recorded in
the recorder of deeds subsequent to the interest of the trustee in the trust
deed as their interests may appear in the order of their priority; and (4) that any surplus, if any, to the grantor or to his successor in interest entitled to
such surplus.

16. Beneficiary may from time to time appoint a successor or suc-
cessors to any trustee named herein or to any successor trustee appointed herein
under. Upon such appointment, and without conveyance to the success-
or trustee, the latter shall be vested with all title, powers and duties confer-
red upon the 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
of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed or trust or of any action or proceeding in which grantor, beneficiary or trustee shall 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 except none.

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:

(1) primarily for grantor's personal, family or household purposes (See Important Notice below).

XXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

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.

Mary H. Turner
Mary H. Turner

NOTICE AND NOTICE Clause, by filing out, whichever is greater (a) or (b) it is
not responsible; if warranty (a) is applicable and the beneficiary is a creditor
as with regard to the Trust in Lending Act as Regulation Z, the
beneficiary MUST comply with the Act and Regulation by making required
declaration for this purpose see Statement Note Form No. 1019, or equivalent;
if filing form with the Act is not required, disregard this section.

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on October 15, 19 90
by Mary H. Turner

This instrument was acknowledged before me on _____, 19 _____
by _____

DANA M. NIELSEN
NOTARY PUBLIC OREGON

My Commission Expires 10/29/99

Notary Public for Oregon

My commission expires _____

REQUEST FOR FULL RECONVEYANCE

To be used only where obligations have been paid.

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 title now held by you under the same. Not the premises and documents to _____

RECORDED

Beneficiary

The last page of this Trust Deed OR THIS NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

FORM NO. 221 DATED 10-1-61
STEVENS-MERILL LAW PUB. CO., PORTLAND, ORE.

Mary H. Turner

P.O. Box 918
Chiloquin, OR 97624

Helyn M. Bishop
19930 Limelight Drive #41
Bend, OR 97702

Beneficiary
AFTER RECORDING RETURN TO
Mountain Title Company
(coll.escrow dept.)

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

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
By _____
TITLE
Deputy

20784

All that portion of Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point located by the following two courses, North 59 degrees 30' West, 116.3 feet and South 47 degrees 21' West, 53 feet from the intersection of the Westerly line of Lalakes Avenue with the Northerly line of Schonchin Street in the townsite of West Chiloquin, Oregon; thence continuing South 47 degrees 21' West 150 feet; thence North 42 degrees 39' West 200 feet, more or less, to the Southeasterly line of a County Road; thence North 47 degrees 21' East along said Road, 50.00 feet; thence South 42 degrees 39' East along the Northeasterly line of Lot 93, 118.30 feet; thence North 47 degrees 21' East, 100.00 feet, to the Northeasterly line of Lot 96; thence South 42 degrees 39' East, along said lot line, 81.70 feet to the point of beginning.

The Account No: 3407 036CH 05000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 15th day
of Oct. A.D. 1990 at 12:33 o'clock P.M., and duly recorded in Vol. M90
of Mortgages on Page 20782.
Evelyn Biehn - County Clerk
By Ovaline Neelander

Fee \$18.00