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"z:1984			영국님 관광학을 위치하였다.	DEED	Vol <u>meo</u> F	Page 21730
THIS T	RUST DEE	D. made this	, <u>11th</u>	.o'ey of	October	
R.I.CHARCF			4 42 - 1 1 2 - 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
as Gunnior,	SPENLLL THOMAS	115 8 ESC	CROW, INC.	JIMNIE	R. THOMAS NOT A	, as Trustee, and
LIENANIS 1	NCOMMON	. <u> </u>]]]]]]	THULL RIG	HIS OF	SURVIVORSHIP	n en
as Beneliciary,						tha na an tha tha ta an

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WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Land the state of Oredon.

TL S 3400 CONE 190 MAP 3808-250A

41. 2. 1. 1.

together, with all and singular the tenements, fureditaments and apportenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, is used and profits thereof and all lixtures 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

nerein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: I, To protect, preserve and mairtain said property in good condition and ready; not to temote or demolish any building or improvement thereon; not so commit or permit any waste of said property. 2. To complete ur restore prompily and in food and workmanlike manner any building or improvement which may be constructed, damaged or itestruyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-tions and restrictions allocing said property; if the beneficiary so requests, to in in security such financing statements pursuant to the Uniform Commer-civel Cost as the beneficiary may require and to pay, for fing same in the proper public affices or elices, as well in the cost of all lin searches made by thing officies or searching statements any be deamed desirable by the beneficies.

commenses as the beneficiary may require and to pay. for iting same in the proper public office or effices, as well in the cost of all firm searches made by filling officers or searching species as may be dermed desirable by the beneficiar. To provide and continuously maintain insurance on the buildings now or lereatter erected on the said primises against loss or daming by line and such other hazards ins the beneficiary, may from time to time require, in an annount not less than 3 INSUE all Le VALUET is the less than 3 INSUE all Le VALUET is the firm and the said primises against loss or daming by line of incompanies acceptable to the beneficiary, with loss public to the latter; all policien of insurance shall be delivered to the beneficiary as soon as insured; if the genutor shall all dor any reason to procure any such insurance and to deliver wid policies to the beneficiary at least filteen duys grior to the expira-tion of uny policy of insurance new or hereafter plated on suita building. The beneficiary may provue the same at genutors the policied by benefi-ciary usen any indebtedness secured herein sectors. Such as plicaton or clease shall be the first of a plin to the metric sector. Such as plicaton or cleases that any definition or relaxes that may be relaxed to gantor. Such as plicaton or cleases that the secure thereoi, may be relaxed to gantor. Such as plicaton or cleases that the parent there any biote any part of such tares, assessed upon or assessed upon and other charges that tares, assessents and other thered parents are other than part of such tares, assessed upon or assessed the parents, the such apprint of any facts, assessed to be that the renore and the may be explicible y facts, either by direct parents which the transe or the charges particle dy any facts, assessed to be the added to and become a part of the dreas secured by this trust the f, shall be added to and become a part of the dreas assessed upon or assessed the parentian bending the target and the such and the pasable with the d

It is mutually indreed that:

It is matually infreed that: 1. In the event that any portion or all of said property shall be taken inder the right of eminent dismain or contennation, the held key shall have the right, if it is a elects, to require that all or any portion of the mound required an correspondence of the expenses and attorney's lifes accessingly payable are our of the state of the expenses and attorney's lifes accessingly payable to gay of remonable cosis, expenses and attorney's lifes accessingly paid or incurrend by granter in such proceeding, while be pidd in bereficiary and applied by transfer in such proceeding, while be pidd in bereficiary and applied by it must upon any reasonable costs and expenses ind atterney's feet, both on the total and appellate courts, here say the out of the method atterney is such proceeding, and the bilance applied upon the indebindents actual become and appellate the bilance applied upon the indebindents actual become and appellate the bilance applied upon the indebindents actual become and the bilance applied upon the indebindents actual become and the first of a shall be meetsain to the indebindents actual become and the first of a shall be meetsain to the indebind actions and the act of its of the first of a shall be meetsain to be becary, any time shall form the payment of this deed and the mole for employed and the first of any presents for cancellistent, without after the likelity of any presents for the payment of the indebind actions (b) before the shall be mean proved and the mole for employed in the tothe payment of the indebind the shall be mean first of applied and the mole for employed and the more of the first and payment of the indebind actions of the likelity of any presents for the payment of the indebind actions (b) before a shall be mean payment of the indebind actions of the bound after (b) pay and the model of the payment of the indebind actions of the payment of the paymen

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ment, irrespective of the maturity dates expressed therein, or
graning any evenent or creating any restriction thereon; (c) join in any subordination or other afreement allecting this deed or the lien or charge thereos; (d) reconvey, without warranty, all or any part of the property. The frantee in any reconveymer may be described as the "person or person degally emilted thereoi" and the recitals therein of any matters or facts shall be conclusive proof of the truthulines thereoil. Trutte's lees for any of the service membraned 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 of the indebtedness hereby secured, enter upon and take possession of said property or any part thereoil, in its own name sue or otherwise collect its error, be supported by a court, and without regard to the adequacy of any security of the 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 prolits, ior notice of delault hereunder or invalidate any act done provents, and the application or release thereoid as aloresaid, shall not cure or waive any delault or notice of all any affectment, time being of other any delaut or notice.
12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder or invalidate any act done invalidate any act and any indebtedness be appoint in trust deed by a court, at his performance of any agreement hereunder, time being of the second with respect to such pay direct the trustee to loreclose this trust deed y advertisement and sale, or may direct the trustee to loreclose this trust deed y advertisement and sale, or may direct the trustee to loreclose this trust deed in the benefic

defaults, the person elificity incurred in enforcing the outgether with frustees and attorney's lees not exceeding the amounts province 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 for carb, payable at the time of sale. Trustee shall deliver to the purchase its deed in fourm strengthy, express or im-plied. The truthilmess thereoil. Any person, excluding the trustee, but including the graperty to sold, but without any covenant or warranty, express or im-plied. The truthilmess thereoil. Any person, excluding the trustee, but including the graperty to sold but without any covenant of the trustee, but including the graperty to sold but without any covenant of the trustee, but including the graperty is but be the bus to payment at the sale. The conclusive proof of the truthilmess thereoil. Any person, excluding the trustee, but including the graperty is bus the trustee and at the sale at the sale. The truthe there is the bid at the payment of (1) hold charge by frustee statter (2) to be obligation secured by the trust dred (3) to all persons having recorded lines and secured by the trust dred (3) to all persons having their interest may approximate of the truste end the trust having their interest may approximate the trust endited to avery having the process of the successor in interest entitled to success having it any, to the grantor or to his successor in interest entitled to success turplus. 16. Beneticiary may from time to time appoint a successor or succes-tures to the successor in the appoint as successor to the successor in the successor in the successor in the successor in the successor is the successor in the successor is the successor in the successor

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 succes-sors 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 title, powers and duites conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be most any witten instrument executed by beneficiary, which, when seconded in the most age records of the county or counties in which, then seconded in the most age records of the county or counties in which, then seconded in the most age records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. If. Trustee accepts this trust when this deed, duly executed and achnowledged is may partly hereto of pending sale under any other deed obligated to notify any partly hereto of pending sale under any other device shall be a party unless such action or proceeding in brought by trustee.

NOTE: The Final Devel Air provides that the functee here note in use be either on chainey, who is at active member of the Oregan State Bar, a bank, trust company or spring and loan asticution asthered to do bosing Under the kews of Oregan or the United State; it this immunate company outholized to insure title to real property of this state, it is bidioties, affiliates, agents of branches, the United State; or any agency thereaf, or an escrow agent licensed under ORS 696.505 to 696.585.

21731 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 ifestibed real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. The firantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)³ primarily for firantor'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 dived applies to, inures to the banefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal requisentatives, increases and as if an observe the contract secured hereby, whether us not named as it beneficiary herein. In construing this deed and whenever the context so requires, the masculine ferster includes the feminine and the neutrinant the singular number includes the plural. IN WITNESS WHERE()F, said grantor has hereunto set his hand the day and year first above written. X • IMPORTANT NOTICE: Delete, by lining out, whichever warranty (c) or (b) is not epplicable; if warranty (c) is applicable and the beneficiary is a creditor as such word, is defined in the Truth-In-Lending Act and Regulation 2, the beneficiary IRUST comply with the Act and Regulation by making: required disclosures; for this perpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, diss good this notice. RICHARD DOWNS _____ (Acknowledgement) STATE OF CALIFORNIA County of 1024 Aviceles 811. Vargas _, in the year 19 90, before me, October 10 day of On this _ is Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally Through the courtery of -Fidelity National appeared _ Richard · F . DOWINS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s): Whose name is subscribed to this instrument, and acknowledged INDIVIDUAL) that he (she or they) executed it. Who executed the within instrument as . president and CORPORATION) secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of its Board of Directors. (PARTNERSHIP) executed the within instrument on behalf of the part-That . nership, and acknowledged to me that the partnership executed it. IN WITNESS WHEREOF. I have her sunto set my hand and affixed my official seal, in and for said County and State, the day and hear first above written. Notary Public in and for said County and State of California KOTARY PLELIC-CALFGERIA LOB ANEILEB COURTY My commission invpires: MY COPPESSIN OP, ANE 28, 1991 FD-1B eilate fail held by you under the same. Mail exconveyana and documents to , 19 DATED: Beneficiary est be delivered to the trustee for concellation before reconveyance will be OR THE NOTE which is a STATE OF OREGON, T'RUST DEED 55. County of Klamath POLM No. 841) I certify that the within instrument SAR LAN PUR CO . PO was received for record on the .29th.day Oct., 19.90, in book/recl/volume No. <u>M90</u> on page 21730 or as fee/file/instru-SPACE RESERVED Gisator FOR ment/microfilm/reception No. 21984, RECORDER'S USE Record of Mostgages of said County. Witness my hand and seal of Binel latary County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk ASPEN TITLE & ESCROW, INC. 525 MAIN STREET! KLAMATH, FALLS, OR 97601 By Auline Mulliade Doputy int. (if Fre: \$13.00