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TRUST DEED JERRYISTRUSTEEN AND ROWA SCHEEN, HUSBAND AND WIFE December 90 between

ASPEN TITLE & ESCROW, INC.

as GAMIYL J. ELLISON AND PATRICIA L. ELLISON, HUSBAND AND
FULL RIGHTS OF SURVIVORSHIP FULL RIGHTS OF SURVIVORSHIP as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lot-13, Block 37, KLAWATH Green, described as: ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, in the County of Klamath, State of Oregon.

CODE 219 MAP 3811-980 TL 2800 KEY NO. 463965

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 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

sum of THREE THOUSAND FIVE HUNDRED AND NO/100----,

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instance, therein, shall become immediately due and payable.

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

I, To protect preserve and maintain said property in good condition and repair; not tote move or demolish any building or improvement thereon;

2. To complete preserve and maintain said property in good condition not to commit or permany waste of said property; in good and workmanike destroyed thereon, and pay when dues which may be constructed, damaged or into a first payable that the said property; and the said property of the treatment of the Uniform Commerced and the said property; and the said continuous of the Uniform Commerced and the said property; and the uniform Commerced and the said property; and the said premises a may be deemed desirable by the proper public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the property public officers or searching agencies as may be deemed desirable by the said property of the searching agencies as may be deemed desirable by the said property public of the beneficiary as some of the property of the search of the said promises acceptable by the search of the said promises acceptable by the said property beneficiary with toss populate. The said property is a search property and property and property and property and property and property beneficiary with the said property before any part of the said property before any part of such property and property before any part of such property before any part of

It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, benediciary shall have the state of the right, it is of election to require that all or any portion of the monies payable to pay all reasonable costs, espenses and attroney's lee amount required incurred by frantor usuch proceedings, shall be paid or eccessarily paid or applied by it lists upon such proceedings, shall be paid attroney sees, or applied by it lists upon my reasonable costs and expenses a beneficiary and both in the trial and grantor and the balance applied upon the indebtedness excured hereby; and frantor agrees, at its own expense, to take used actions and execute such instruments affects, all the meessary in obtaining such compensation, promptly upon beneficiarly in request.

1. It is mutually agreed that it is made to the indebtedness and executed when the proceedings and the balance applied upon the indebtedness and execute such instruments are request.

1. It is mutually agreed to the payment of this deed and the note for endorsement (in case of full reconveyants, for cancellation), without affecting the fability of any person for the payment of the indebtedness. It ustee may (a) consent to the making of any map or plat of said property; (b) join in

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 fact in any reconveyance may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons 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 krantor hereunder, beneficiarly may at any pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured regard to the adequacy of any security for rety or any part thereof, in its en name sue or otherwise collect the rents, issues and profits, including these and unpaid, and apply the sauce and profits, including these secured hereby, and in such order as beneficiary may determine.

It has been been accorded to the adequacy of any security for the succession of said property may determine, and collection, including these sounds and taking possession of said property, the including treasonable attornation of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or wards for any taking or damage of the insurance policies or compensation or release thereof as aforesaid, shall not cure or wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.2. 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 herewise and payable. In the secure of the payment and/or performance, the beneficiary may declare all sums secured herewise the performance, the beneficiary at his securior may proceed to foreclose this trust deed in equity as a mortgage or did the trustee to foreclose this trust deed advertisement and sale, or may first the trustee to pursue any other right or remedy, either, at law or in equity, which the beneficiary may have. In the event he beneficiary elects to foreclose, the trustee to pursue any other right or the beneficiary elects to foreclose the trustee of the property to satisfy the obligation secured hereby whereupon the trustee shall in the time and place of sale, give notice thereof as then required by law and property to satisfy the obligation secured hereby whereupon the trustee shall in the time and place of sale, give in the manner provided in ORS 86.735 to 86.752 may divertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale of the date of the default consists of the provided by the trust deed, the default may be cured by paying the notice the grantor or any other person so priving date runed by any when due, and then be default and the time of the cure other than such portion as would being cured may be cured by tendering the performance required under the obligation or trust, deed, in any case, in addition to cured the paying the control of the paying the performance of the paying the control of the paying the cured by the paying the

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 the said property either in one parcel in separate parcels and shall sell the parcel or parcels at auction to the hises bidder for cash, payable at the parcel or parcels at shall deliver to they can be successful to the property so sold the without any covenant or warranty law conveying plied. The recitals in the without any covenant or warranty convenience of the truthluiness thereof, person, excluding the trustee, but including the first property in the property so the granter and beneficiary, may purchase at the sale.

shall all, when trustee sells auruant to the powers provided herein, trustee cluding the compensation of the trust may appear in the order of the trust deed, (3) to all persons at the sale. The property of the trust deed, (3) to all persons deed as the parcel of the trustee in the trust deed in the trust surplus, it any, to the granter or to his successor in interest entitled to such surplus, it any, to the franter or to his successor in interest entitled to such surplus, it any, to the franter or to time appoint a successor or successor.

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 successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shall be vested with all diffe, powers and duties conferred upon around rustee herein named or appointed such around substitution shall be made by written instrument executed by beneliciary, which the property is situated, shall be conclusive proof of proper appointment which, then 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 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 of 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.

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 laan 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 696.505.

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 it grantor is a natural person) are for business or commercial purposes.

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 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.

ender includes the leminine and the neuter, and the singular number inc	ludes the plural.
IN WITNESS WHEREOF, said grantor has hereunto	
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is applicable; if warranty (a) is applicable and the beneficiary is a creditor	Gony Stel.
s such word is defined in the Truth-in-Lending Act and Regulation Z, the eneficiary-MUST comply with the Act and Regulation by making required isclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. compliance with the Act is not required, disregard this notice.	RONA SCHEEN
minimum.	
STATE OF OREGON, County of	Klameth ss.
This instrument was acknowle	dged before me on December 36, 1990 RONA SCHEEN
This instrument was acknowle	dged before me on, 19,
by	The product of the pr
-) as	
M	Charlette Hoex Notary Public for Oregon y commission expires 9-20-73
REQUEST FOR FULL I	(ECONVEYANCE
To be used only when oblig	use que estada de la composição de la co
The undersigned is the legal owner and holder of all indebtednes trust deed have been fully paid and satisfied. You hereby are directed, said trust deed or pursuant to statute, to cancel all evidences of independent to the convey, without warrances on the convey, without warrances on the convey and by you under the same. Mail reconveyance and documents	btedness secured by said trust deed (which are derivered to you truty, to the parties designated by the terms of said trust deed the
19. 19. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	
DATED:	A former on the first transport of the first former of the former of the first first first former of the first former of the first fir
	무슨 얼마를 하는 것이 되었다.
	Beneficiary
	경기를 가면하는 것 같아 나는 사람이 없다.
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must	he delivered to the trustee for cancellation before reconveyance will be made.

Do not lose or destroy this Trust Deed OR THE NOTE of		Beneficiary ee for cancellation before reconveyance will be made.
Grantor Beneficiary AFTER RECORDING RETURN TO DANIEL J. ELLISON PATRICIA L. ELLISON 1103 N. HART STREET ORANGE, CA 92667	ing the state of	STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 31st day of Dec. 19 90, at 10:49 o'clock M., and recorded in book/reel/volume No. M90 on page 25653 or as fee/file/instrument/microfilm/reception No. 24210 Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk NAME TITLE By Chilland, Mullanderk, Deputy