47			W PHON
<u>. </u>	ASPEN TRUST	36105 Vol. m	7 Page 5797
27	122	이 것이 되는 것이 나가 이 아니라. 그런 모르는 하는 것이 하는 것이 되는 것이 되는 것이 없었다. 그 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다.	. OII herween
,	7MH day of	September	O DY ENTEREDISTOR
THI	TRUST DEED, Made ANGELINA J. AMBY,	N as Trustee, and FN REALTY SERVICE	CES, INC., a CALIFORNIA
ASPEN			
CORPU	TLE & ESCROW, INC. ATION, TRUSTEE as Beneficiary. WITNE	SSETH:	the property in KLAMATH
and the second	in antimore was to be a series of the and conveys to	o trustee in trust, with power of service	

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH an and than an he compared and repairs the ACDH as in Action COUNTY, OREGON, described as:

Lot 48 in Block 29 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County. angras douglander block our regist (a makka harrin moderna). Her dahua ghode harrin ng pangran bagi. Kanagrada Bagaras douglander block our regist (a makka harrin moderna). Her dahua ghode ng harring na marai). Her dan mo angeneral masan merapakan sebagai mengangan pada pada pangan pangan pangan pangan sangan pangan pangan pangan Pangan pangan merapakan sebagai pangan p Pangan pangan

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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 fixtures now or hereafter attached to or used in connection; with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of ELEVEN. THOUSAND SIX

beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Oct. 15, 2000. HUNDRED TEN & NO/100

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 even the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the groutor without first baving the written consent or approval of 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.

obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shell become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

To protect preserve and maintain said property in good condition and repair.

1. To protect, preserve and maintain said property in good condition and repair.

1. To protect, preserve and maintain said property in good condition and repair.

2. To complete or resture promptly and in good and workmanike mainter any personner on y waste of said property.

2. To complete or resture promptly and in good and workmanike mainter any personner of the proper public office or offices, and pay when due all costs incurred therefor, and pay her due at losts incurred therefor, and pay her due at losts incurred to the Uniform Commercial Code as the beneficiary such thins and promition to the proper public office or offices, well as the cost of all fers searchess made by filing officers or searching genetics as any may require and to the said premises against loss or danage by five and such other hereficiary with lost payable to the laster, at policies of insurance shall be corrected by the beneficiary in an amount not less than hazards as the COTO of the corrected process of insurance shall be corrected by the beneficiary in a process of insurance shall be corrected by the beneficiary in the grantor shall fail for any reason to the beneficiary as soon as insured: if the grantor shall fail for any reason to the beneficiary as soon as insured: if the grantor shall fail for any reason to the beneficiary upon any indebted any policy of insurance shall be corrected by the beneficiary the entire and or construction of the said premises fee from construction of the construction of the

may determine, or at option of one-generation or release shau not part thereof, may be released to grantor, Such application or release shau notice of default hereunder or invisiblet any act done pursuant to such notice.

5. To keep said premises free from constri.

6. To pay all taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; stond the grantor fall to make payment of any taxes, assessments mixturance premiums, tousid from the other payment or by producing other charges payment of any taxes, assessments, mixturance premiums, tenst of the conficiary with funds with which to make such payment, heneficiary in a state of the profuse of the profuse of the payment of the whill have been fall to pay the payment thereof, and the anount so paid, with interest at the cribed of the payment of the payment, with interest as a foresaid, the property the covenants hereof and for such payments, with interest as a foresaid, the property the covenants hereof and for such payments, with interest as a foresaid, the property the covenants hereof and for such payments, while the found to the same that hereinbedy as well as the grant of the obligation herein described, at well as the grant of the obligation herein described, and all such payments that be immediately due and payable without notice, and the nonpayment payments thall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and appayable and constitute a breach of this trust decound.

6. To pay all costs, fees and expenses of the truste incircula in connection with this obligation.

7. To appear in and defend any actio

with this obligation.

To appear in and defend any action or proceeding purporting to affect the security rights powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for or proceeding in which the beneficiary or trustee may appear, including any suit for it foreclosure of this deed, to pay all costs and expenses, including evidence of sittle and the beneficiary or trust provided, however, in case the suit is the beneficiary or in trustee then the prevailing party shell between the attracts the second party shell mentioned on this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

mentioned is init paragraph of the period of said property shall be taken under the second of the se

restriction thereon. [c] join in any subordination or other agreement offecting this deed or the lieu or charge thereof; [d] reconvey, without warranty, all or any part of the property. The grantee Injuny reconveyance, may be described as the "person or the property. The grantee Injuny reconveyance, may be described as the "person or facts shall persons greatly entitled thereto," and receive thereto, and receive for any matters or facts shall persons greatly entitled thereto, and thereto, the stable spot any of the services be conclusive proof of the truthfulness thereto thereto, the spot of the services of the conclusive proof of the truthfulness thereto the spot of the services meeting that the proof of the services without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured and collection, and apply the same, less costs and expenses of operation and collection, unfall, and apply the same, less costs and expenses of operation and collection indebtedness secured hereby, in such order as beneficiary may determine.

indebtedness secured hereby, 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 fire and other insurance policies or such rents issues and profits or the proceeds of fire and other insurance policies or application or release thereof as aforeign, shall not cure or waite any default or application or release thereof as aforeign, shall not cure or waite any default or notice of the property and the such and property default hereunder or invalidation of any indebtedness secured hereby or notice of the property of

described real property to such a such a such as the provided in ORS/86.740 must exhall fix the time and place of sale, give notice interment and sale then to 86.703.

38. Thould the beneficiary elect to foreclose by advertisement and sale then to 86.703.

38. Thould the beneficiary elect to foreclose by advertisement and sale then to 86.704.

38. Thould the property to five days before the date set by the trustee for the property of the property of the sale of the property of the contract of the property of the property

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When insite sells pursuant to the powers provided herein, trustee shall is.

15. When insite sells pursuant to the powers provided herein, trustee shall reprove the proceeds of sale to payment of [1] the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, to the process of sale and persons having recorded tiens obligation secured by the trust deed, [3] to all persons having recorded tiens absorbed to the interest of the trustee and the trust deed at their interests may subsequent to order of their priority and [4] the surplus, if any, to the grantor or to appear in the order of their priority and [4] the surplus, if any, to the grantor or to appear in the order of their priority and [4] the surplus, if any, to the grantor or to any successor trustee.

16. For any reason permitted by substances, and without composition and successor trustee. (15 on such substances, and without composition of the surplus of the successor of the county of counties in which the professor of the surplus of the successor that the surplus of the surplus of the successor in which the professor of the surplus of the surplu

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 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.

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 titled thereto 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 the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

and that he will warrant and forever defend the same against all persons whomsoever. Vol. 111 Page CORUNT DECE 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, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural 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 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. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the doubly blue to subvite If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice. Franklin P. amby FRANKLIN P. AMBY!

Theoline Canh ANGELIÑA /J. AMBY (if the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF ___Guam STATE OF _ -. County of September 7 . , 19 90 Personally appeared Personally appeared the above named FRANKLIN each for himself and not one for the other, did say that the former is the P. AMBY & ANGELINA J. AMBY and acknowledged the loregoing instrupresident and that the latter is the ment to be THEIR voluntary act and deed. secretary of and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: (OFFICIAL O SEAL) Sife Notary Public My committed PEL (OFFICIAL SEAL) NOTARY PUBLIC Notary Public for My commission expires: In cut for the Territory of Guam U.S.A. My Comression Expires: July 31, 1993 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 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be TRUST DEED STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the lst day of April 19 91, at 3:23 .. o'clock P.M., and recorded Grantor in book M91 on page 5797 or as file/reel number 27632 SPACE RESERVED Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of County affixed. Beneficiary AFTER RECORDING RETURN TO Evelyn Biehn ATC County Clerk By Queline Mulendare Deputy Fee \$13.00