		1	···· 9/3	1.6	1990 STEVENS-NESS LAW	PUBLISHING CO., PORTLAND.
M No	. 881-Oregon Trust Deed	Series-TRUST DEED.	PEN TO		Vol.m9/-F	598
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	THIS TRUST	DEED, made this	s8th	day of	RCH MACTO FOID	BARNES LOVI
)N	PUTMAN, CH	ARLEEN K. H	OUSTON & HA	ARVEL WALLO	USTON, H&W.	5 TRUSTEES

TRUST" DATED NOV. 29, 1990 CLOYCE E. BARNES & SUE B. BARNES TRUSTEES, as Grantor, ASPEN TITLE & ESCROW CO. , as Trustee, and "BARNES LOVING TRUST" DATED NOV. 29, 1990 CLOYCE E. BARNES & SUE B. BARNES TRUSTEES

as Beneficiary.

FOR

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WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property News received out the second inKLAMATH......County, Oregon, described as:

Lots 1, 2 and 3 and the Easterly 58.5 feet of Lot 4, Block 21 ORIGINAL TOWN OF LINKVILLE, NOW CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon. 利用などの見たい

ALSO Lot 1 and the Easterly 24 feet of Lot 2, Block 22; ALSO that part of Closed Center Street lying between lot 1 of Block 22 and Lot 4 of Block 21, being the Southerly one-half of Closed Center Street; ALSO the Westerly 8 feet of Lot 4, Block 21; all being part of Original Town of Linkville, now City of Klamath Falls, Oregon, in the County of Klamath, State of Oregon.

FALLS, OLEGOII, III the country of Riamath, breadth, brea

becomes due and physics in increase by the grantor without first has then, at the beneficiary's option, all obligations secured by this instrumtherein, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:
1. To protect preserve and maintain said property in good condition and repair, not to remove or demolish any buding or improvement thereon;
2. To complete or general ways and physical property in good condition and repair, not to remove or demolish any buding or improvement thereon;
3. To complete or moreorent which may be constructed, damaged or destroy of the one proper public allice: or ollice; as well as the option of the more or demolish any buding or improvements, conditions and restrictions allecting said property; if the beneficiary or requests, the proper public allice: or ollice; as well as the cost of a more or demolish any buding or the destroy of the said proper public. diffee: or ollice; as well as the cost of a sing arches made to physical sected on the said premise against loss or damage by the phenelicity. The other equire, in an annee any police of the and continuously maintain insurance on the buildings from other and continuously maintain insurance on the buildings in a such other test of a the benelicitary, and thos physics to the add to the optior of insurance new or her little placed on said buildings, in the denor shall all for any reason to procure any such for the expiration of any policy of insurance new or her little placed on said buildings, or any policy of insurance new or her little placed or as and buildings, or any policy of insurance policy may be applied by benelicity, yup on any icr at option of beneficiary and in usch for a such notice.
To the ensure the such and continuously mainter anound to or her add to the option of the expiration of a physical such notice.
To keep said proferty before any mark and may be applied by benelicity upon any icr at option of beneficiary walt in th

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right, il it so elects, to require that all or any portion of the amount required to pay all reasonable costs, expresses and altorney's tess necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it list upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by ben-ticiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary. In obtaining, such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time to thin eded and the note for indorsement (in case of lull reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

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between LOVING

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoi; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may hill be any part of the property. The france in any reconveyance may hill be not any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive error of this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. ine without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for he indebiedness hereol, some upon and take possession of said prop-less costs and expenses of openies and unpaid, and apply the same, less upon any indebiedness secured hereby, and in such order as bene-liedry may determine.

liciary may determine. 11. The entering upon and taking possession of said property, collection of such rents, issues and prolits, or the proceeds of fire and c insurance policies or compensation or awards for any taking or damage or property, and the application or release thereof as aforesaid, shall not cur waive any default or notice of default, hereunder or invalidate any act pursuant to such notice. done

waive any default or notice of default hereunder or invalidate any act done waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (1) Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the sesnee with respect to such payment and/or due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any devent the beneliciary at his election may price to foreclose this trust deed in equity, as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneliciary may have. In the event the beneliciary or the to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneliciary may have. In the event the beneliciary elects to foreclose to be recorded his written notice of default and his election to sull the said these shall lix the time and place of sale, gives secured hereby whereupon the trustee that property to satisfy the obligation and his election to sail the said of 67.95. In the manner provided in ORS 64.75 to 68.795. In the manner provided in Preson so privileged by ORS 86.753, may cure sale, the default or attrict person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the default or defaults. If the default consist of a failure to pay, when due, the default of the truste of the cure other than such porion as would entire amount due at the time of the cure other than such porion as would entire amount due the time of the cure other than such porion as would entire amount due the time of the cure other than such porion as would entire amount due at the time of the cure other than such porion as would entire mount due at the tinne of the cure o

and expenses actually incurred in enforcing the obligation of the trust deed 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in separate parcels and shall sell the parcel or in separate shall deliver to the purchaser its deed in form as required by express or im-plied. The recitals in the deed of any matters of lact shall by conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers revised herein, trustee stattorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to this successor in interest entitled to sucre-sors to any truster may appear in the order of their priority and (4) the surplus, il any, to the grantor or to any successor in interest entitled to succe-under. Upon successor truste appoint as successor or succe-under. Upon success shall be vested with all title, powers and duries contirered trustee, the lates herein named or appoint here cords 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 obligated to notily any party hereto of pending sale under successor trustee, shall be a party unless such action or proceeding is brought by trustee. shall be a party unless such action or proceeding is brought

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 loan 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 escrew agent licensed under ORS 696.505 to 696.585.

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 A FIRST DEED OF TRUST IN FAVOR OF SOUTH VALLEY STATE and that he will warrant and forever defend the same against all persons whomsoever. States and really and the second 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 forminine 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. * 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 as 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; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. math STATE OF OREGON, County of . HOUSTON AND JON PUTMAN : bý as Charlotte Here Notary Public for Oregon My commission expires 9-20-93 (and GON 1 - 14 T REQUEST FOR FULL RECONVEYANCE To be used only when 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 TO: 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 and 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 Witten work of the reaction of the product of the reaction of Obellon N. The County of Ximmin, start an indalac. DATED: al 19 act of Orly all town of the market COLUMN SEARCH YEBO (W) NORTHEI & SWEETS SUC De not lose or destroy this Trust Deed OR THE NOTE which it sectors." Both must be delivered to the trustee for cancellation before reconveyance will be ma the Lasterly of feat of Lot 25 start 221 and NO C ្មាំពូរខ្មែ 1112 TRUST DEED STURE STATE OF OREGON, SS. County of Klamath Strument County of C , <u>1991</u>, April Constant described in true are and convers to traded in Drumper Wiegenerally Munity, and SPACE RESERVED ment/microfilm/reception No. 27749..., Grantor FOR D NUN SCORDER'S USE un gemeinende Record of Mortgages of said County. Witness my hand and seal of SYMMER TRAINS LEDGE, DYI BOBOR COL Beneliciary CIONDE SET COMPANY County affixed. avence conth AFTER RECORDING RETURN TO Y I DE LUTIT Z INSANT ANIO Evelyn Biehn, county Clerk 981 AT.C. AL DEED WERE W NAME B Auline Mullinder Deputy TRUST DEED Fee_\$13.00 golet 6 areas that bene being another is stress (COFL)