7213-90208 SASPEN 35768 28570 2 TRUST DEED Vol. <u>M91</u> Page 7566 September _,19_90 THIS TRUST DEED, made this _______ 15th _____ day of ______ September ______ 19 VIOLETA D. SOBREDO, A MARRIED WOMAN, AS HER SEPARATE PROPERTY hetween as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. All Street, Section WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH N 19.2 8 COUNTY, OREGON, described as: Lot 50 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. anneren an het enterne betann al. Die endege ter mer efter finnzien kennend betal 1995 - Het in sekter bei die enterne einer ein 2015 - Margel einer ei N. 141 14 ASS ATTONNA AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE A BART & FLAT AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABLE AVAILABL nonetri 2 ben Berlegea golden yn reffeteret 564 (a. 1996) ennet 12094 (milleret Souer Aldernette artiges 5 anna ann ann a maise ann 40 Anna a 181 M 10000 The second s 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 grantor herein contained and payment of the sum of <u>ELEVEN_THOUSAND_SIX</u> HINDRED_TEN_& NO/100 beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not souner paid, to be due and payable Oct. 15: 200019____ une pleary or order and made by grantor, the final payment of principal and interest nereoj. If not source paid, to be due and payable were the source of the debt secured by this instrument is the date, stated above, on which the final installinent of said note becomes due and payable. In the event the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installinent of said note becomes due and payable. In the event is sold, agreed to be sold, conveyed, assigned or alienated by the grantor, thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grant of the maturity date of biasted the written consent or approval of the beneficiary; then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity date expressed therein, or herein, shall become immediately due and payable.

Ine gate of maturity of the dobt secured by this instrument is the date, stated above, on white obtained the written consent on popendi of the chenficiary, iten, at therein is fold, agreed to be expressed therein, on herein, shall be constructed due and payable.
 The above described teal property is not currently used for agricultural, timber or grazing purposes.
 The above described teal property is not currently used for agricultural, timber or grazing purposes to the security of this trust deed, grantor agrees:
 To protect, preserve and maintain said property in good condition and repair: not to commit or not to remove or demolibility or improvement timereon, not to commit or not to commit or move and denot the which may be constructed. damaged or destroyed thereon, and pay means of said property if the beneficiar or equival, the proper public office or offices, as they are quite and to pay for films officers, and pay means of a sub pay films and by prime officers, and the substantiant insurance on the building strong of the transform formercal Could as the beneficiar, and be pay for any payable to the later; all policits of films officers as the cost of all then store films and to softer or stransform and be pay for any against loss or damage by firm and the link proper public officer or officiar, and the pay beneficiary with loss payable to the later; all policits of the lang annor a ceptable to the thereof. The amount collected under any fire or of any policarie in an annora root as charter of any such insurance and the dobies scentral thereof or as scentral done purposes. The amount collected on any the first officer or as and to pay doft in the differ any as and to pay at its may be levied or as scenter and property before any such insurance and there on the state and and or as the cost of all there are statements for any policition or release shall be differed or any such insurance and the dingent any such and a begin the same at grantor's experised in t

with this obligation. with this obligation. "To appear in and defend any action or proceeding purporting to affect the security rights which the beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee moy appear, including any suit action or the beneficiary's rustees at torus and expenses, including any suit for the security rights which the beneficiary or trustee moy appear, including any suit action or the beneficiary's rustee's attorney's fees provided, how preventing party shall be ween the grade attorney's fees herein described; the other of attorney's fees be entitled to an appearly in all cases shall be fixed by the trial court or by the appellate court if an appearly tastee.

appellate court if an append is taken. It is mutually agreed that: R. In the event that any portion or all of said property shall be taken under the night of emineral damage of the said of the moniter payable as compensation for such taking, which are no every of the amount required by anote in such such taking, which are no every of the amount required by amount in such such taking, which are no every of the amount required by amount in such such taking, which are no every of the amount required by infrat upon any reasonable proceedings, shall be paid to beneficiary in such proceedings, and the balance necessarily paid of indebication of such instruments as shall be necessary in applied upon the actions. I excert such instruments as shall be necessary in expense, to take and from time to time upon white necessary in obtaining such compensation, promptly upon beneficiary streauest. 9. At any free and presentation of this deviand throat for endorsement (in grayment of its conversance, for cancellation), without affecting the liability of any case of full its onversance, for cancellation, its without affecting the liability of any case of full repayment of the indebicdnest, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any such and the same such as the same such

restriction thereon. (c) join in any subordination or other agreement affecting this feed or the lien or charge thereof: (d) reconvey, without werraity, all or any part of the property. The grantee in any reconveyance by be described as the "person persons legally entitled thereto." and the rectify the there of any matters or facts shall be conclusive proof of the truthyliness there there. This is fees for any of the services, mentioned in this paragraph shall be not less mode. So the services, the notice, either in person, by Reform the rectify the line beneficiary may at any, time with 10. Upon any default by strator by a receiver to be appointed by a court, and due notice, either in person, by Reform y security for the indebtedness hereb war name enter upon and take adequation of said property or any part thereof, or the same there war name enter upon and take the rents. Issues and profits including ion and collection, unpaid, and esonable attorney's fees subject to paragraph of hereof upon any including st secured hereby, in such order as beneficiary may determine.

indebiedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of said property, the collection of any neurophysical secure and taking possession of said property, the collection of 11. The entering upon and taking possession of said property, the collection of any neurophysical secure and taking possession of said property, and the compensation or awards for any taking or damage of the property, and the complexity of the property of the property of the property of the contice of default hereauder or involution and pay and the default or his performance of any agreement hereaution to the beneficiary may declare all sums in this performance of any agreement hereaution and the default or a section of the above described real property is currently used for four dust indetedness secured hereby or the manner provided by law for morigage four that the trust deed in equity, as a morigage in the beneficiary may proceed to foreclose this telection may proceed to foreclose this is not so currently used. The beneficiary is the beneficiary or the trustes shall executes and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the beneficiary or the trustes shall executes and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the said selection to sell the said fit is not any proceed to foreclose this trust deed in ORS/86.740 to 86.750. 13. Should the beneficiary elect to foreclose by advertisement and sale then after default and the selection with a sale then for default of now time and place of sale give noise berefore as the requirement and sale then after default and within a sale then and the sale thenefore the sale then after default of now time and place of sale. The the sale then after default and within a sale then and the sale then after default and within a sale then and the sale then and sale then af

law, and proceed to foreclose ihis trust deed in the manner provided in ORS/86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and sale then 13. Should the beneficiary elect to foreclose by advertisement and sale then 13. Should the prior to five days before the date set by the trustee for the first default at any time prior to five days before the date set by the trustee for the first default at any time prior to five days before the date set by the trustee for the the beneficiary of the trust deed and the obligation secured thereby (including casts under the terractually incurred in enforcing the terms of its obligation and trustee's and expensive for exceeding SS act hours of the principal and attorney's fees not exceeding SS and to ther than such option of the principal and such all foreclosure proceedings shall be dismissed by the trustee. which even all foreclosure proceedings shall be dismissed and at the time and place 14. Otherwise, the sale shall be held on the date. Trustee shall deliver to the high/haser. Its deed, in form as required by law consider, may purchase at the schlader of rescing varies or initier of sale property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any without any covenant or warranty, express or implied. The recitals in the deed of any without any covenant or warranty. express or implied thereines thereof. Any person, without any covenant or warranty express or implied thereines the day of any without any covenant or warranty. express or implied thereines in the deed of any without any covenant or warranty. Expension of the privates at the secluding the trustee. Suit four suits the part of fact shall be conclusive proof of the private at the secluding the trustee. Suit inclusing the property so sold but 15. When trustee stalls burstant to the powers provided herein. trustee shall

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the praceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and creasonable charge by trustee's attorney. (2) do the compensation of the trustee and of the crustee in the trust deed as their interests may subsequent to the interest of the trustee in the trust deed as their interests may subsequent to the interest of the trustee in the trust deed as their interests may subsequent to the interest of the trustee in the trust deed as their interests may subsequent to the interest of the priority and (4) the surplus, if any, to the grantor of its successor in interest entitled to such surplus. 16. For any reason permitteed way have beneficiary may from time to time appoint a successor in successors to any the appointment, and without convergence to the successor trustee, the latter shall be evened which at title, powers and durits conferred substitution shall be made by willien instrument executed by beneficiary, could and substitution shall be made by willien instrument executed by beneficiary, ond and its of the county. Clerk or Recorder of the county or counties in which the office of the County. Clerk or Recorder of the county or counties in which the office of the county. Clerk or Recorder of the county or counties in which the office of the accents this trust when this deed duly executed and acknowledged 17. Trustee accents this trust when this deed duly executed and acknowledged

trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged 17. Trustee accepts this trust when this deed, duly executed and acknowledged 18. made a public record as provided by law. Trustee is not obligated to notify any party hereto of pendings sale under any other deed of trust or of any action or proceeding in which granton, 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

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, affiliares, agents or branches, or the United States or any agency thereof.

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747-90708 400 6326.0

Disent - Ner	7.5 66 AS
and that he will warrant and forever defend the sam	e against all persons whomsoever.
	6477 (
 (a)* primarily for grantor's personal, family, nouse (b) for an organization, or (even it grantor is a national statement of the stat	represented by the above described note and this trust deed are; hold or agricultural purposes (see Important Notice below), tural persoh) are for business or commercial purposes other than agricultural
purposes. This deed applies to, inures to the benefit of and tors, personal representatives, successors and assigns. The contract secured hereby, whether or not named as a benefic masculine gender includes the teminine and the neuter, an	binds all parties hereto, their heirs, legatees, devisees, administrators, execu- term beneficiary shall mean the holder and owner, including pledgee, of the ciary herein. In construing this deed and whenever the context so requires, the d the singular number includes the plural.
IN WITNESS WHEREOF, said grantor ha	as hereunto set his hand the day and year first above written.
You have the option to cancel your contract or agreement of signing of the contract or agreement.	sale by notice to the seller until midnight of the seventh day following the state of the seventh day following the state of the original block of the office of Interstate Land Sales Registration,
If you did not receive a Property Report prepared pursuant to U.S. Department of Housing and Urban Development, in advance be revoked at your option for two years from the date of signing.	the rules and regulations of the Office of Interstate Land Sales Registration, ice of your signing the contract or agreement, this contract or agreement may
* IMPORTANT NOTICE: Delete, by lining out, whichever warrant not applicable; if warranty (a) is applicable and the benefician or such word is defined in the Truth-in-Lending Act and Reg beneficiary MUST comply with the Act and Regulation by ma disclosures. If compliance with the Act not required, disregar	plation Z, the aking required
(If the signer of the above is a corporation, use the form of acknowledgment apposite.)	; 93.490)
STATE OF Guam }ss.	STATE OF, County of) 85.
County of Agana	Personally appeared
Personally appeared the above named VIOLETA D. SOBREDO	who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the
ment to be HER voluntary act and deed.	secretary of
a delore me	and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be- half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
SEAL)	them acknowledged said instrument to be its voluntary act and dedu. Before me:
Natary Fuble for	(OFFICIAL Notary Public for
NOTARY PUBLIC	My commission expires:
In and for the Territory of Guain U.S.A. My Commission Expires: July 31, 1993	
	UEST FOR FULL RECONVEYANCE only when obligations have been paid
To be used	only when congrisons neve been pro-
The undersigned is the legal owner and holder of trust deed have been fully paid and satisfied. You hereb	all indebtedness secured by the foregoing trust deed. All sums secured by said by are directed, on payment to you of any sums owing to you under the terms of dences of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed the see and documents to
	Beneficiary
	where their must be delivered to the trustee for concellation before reconveyance will be made.
	ecures. Both must be delivered to the trustee for cancellation before reconveyance will be mode.
TRUST DEED	STATE OF OREGON
	County of Klamath
	ment was received for record on the 24thday ofApril
	at 3:29. o'clock P.M., and recorded in book
Grantor	SPACE RESERVED or as file/reel number 28570 Record of Mortgages of said County:
	FOR Record of Mortgages of said County. Witness my hand and seal of County affixed.
Beneficiary	
AFTER RECORDING RETURN TO	Evelyn Biehn, County Cler
ATE	Titl
	Boernethe Stilsch Deput
	and a second