29341

TRUST DEED

Vol. <u>m9/</u> Page **3007**

THIS TRUST DEED, made thisday ofHay	1991, between
DUANS E. ANASTASI and DEBRA T. ANASTASI, busband and wile	7
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY. DELLA J. WOOD, JOE WOOD, FLORETTE RIACH, PATTY LASLEY, AND ROBERT FLANERY,	, as Trustee, and
-DELLA J. WOOD, JOE WOOD, RECRETTE RIACH, TATTE RIGHTS OF SURVIVORSHIP as Beneficiary,	

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KIAMATH County, Oregon, described as:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of even date nerewith, payable to beneficiary of order and made by grantor, the tinal payment of principal and interest nered, if not sooner paid, to be due and payable per terms of note per terms. In 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 event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, soldion, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

of tile search as well as the time tools are conscious with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and delend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee: and in any suit, action or proceeding in which the beneficiary or trustee may appear, including action or proceeding in which the beneficiary or trustee's actorney's lees; the cluding evidence of tile and the beneficiary's or trustee's actorney's lees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be amount of attorney's lees mentioned in this paragraph 7 in all cases shall expense the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appeal.

pellate court shall adjudge reasonable as the beneficiary so this test and properly shall be taken in 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, beneficiary shall have the right, il it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are incress of the amount required to pay all reasonable costs, expenses and athorneys less necessarily paid to pay all reasonable costs, expenses and athle be paid to beneficiary and applied by it linst upon any reasonable costs and expenses and attorney's feet applied by it linst upon any reasonable costs and expenses and attorney's less both in the trial and appellate secessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and executes such instruments as shall be necessary in obtaining such compensation, promptly upon the income to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for liciary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement altecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may described as the "person or persons legally entitled thereto," and the actuals therein of any matters or lacts shall be conclusive proof of the truthitulines thereof. Trustee's lees for any of the services mentioned 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 for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's lees upon any 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 profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured by the proceeds of the property, and the application or release thereof as aloresaid, shall not cure or 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.

12. 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 hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or advertisement and sale, or may trust the beneficiary elects to foreclose by advertisement and sale, or may the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary of the trustee shall its the time and place of sale, give secured hereby whereupon the trustee shall its the time and place of sale, give secured hereby whereupon the trustee shall its the time and place of sale, give sourced hereby whereupon the trustee shall its the time and place of sale, give sourced by the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other default consists of a failure to pay, when due, sums secured by the this time of the cure other than such portion as would entire amount due at this time of the cure of the time to which said that is capable of height on the default content of the default on the trust ded, the default on the trust ded. In any case, in addition to curing the default onto the beneficiary all cost of the said tones and expenses act

together with trustee's and attorney's fees 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 sell said property either in one pacel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property of the process of the proce

surplus, it 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 herewill be under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named of appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when 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.

17. Trustee accepts this trust when this deed, duly executed and acknowledd 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, beneliciary 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 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 escraw agent licensed under ORS 676.505 to 676.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

NONE.

and that he will warrant and forever defend the same against all persons whomsoever.

		and the second	
		**	
The granter warrants that the proceeds of (a)* primarily for granter's personal, fam.	ily or household purpose	s (see Important Notic	ce below),
This deed applies to, inures to the benet, personal representatives, successors and assigns, secured hereby, whether or not named as a bene gender includes the teminine and the neuter, and	The term beneficiary staticiary herein. In constru	hall mean the holder as uing this deed and who	
IN WITNESS WHEREOF, said	grantor has hereunt	o set his hand the d	ay and year first above written.
•	. •	Λ	
* IMPORTANT NOTICE: Delete, by lining out, whichev not applicable; if warranty (a) is applicable and the as such word is defined in the Truth-in-Lending Act beneficiary MUST comply with the Act and Regulati disclosures; for this purpose use Stevens-Ness Form N If compliance with the Act is not required, disregard	beneficiary is a creditor t and Regulation Z, the ion by making required to. 1319, or equivalent.	DUANE E. AND DEBRA T. AND	anastasi
		,	
This instr by DUANE E.	EGON, County of	BRA T. ANASTASI	
	ument was acknowle	agea before me on	, 19,
by	7.6 11	~	***************************************
as	OM Mil		
ofDA	NA M. NIELSEN	×	
NOTAR	Y PUBLIC-OREGO		
My Commission	E 1/2/10/7	N	Notary Public for Oregon
			es
	M. M.	y commission expir	85
The undersigned is the legal owner and it trust deed have been fully paid and satisfied. It said trust deed or pursuant to statute, to can herewith together with said trust deed) and to restate now held by you under the same. Mail re	nolder of all indebtedness You hereby are directed, cel all evidences of inde econvey, without warran	s secured by the foregon payment to you of btedness secured by sty, to the parties des	aid trust deed (which are delivered to you ignated by the terms of said trust deed the
		to the second	
DATED:	, 19		
	*****		Beneficiary
Do not lose or destroy this Trust Doed OR THE NOTE	E which it secures. Beth must b	e delivered to the trustee fo	r cancellation before reconveyance will be made.
TOLICT DEED		\	CATE OF OPEGON
TRUST DEED			ATE OF OREGON,
(FORM No. 881)	ntia Vietra Par	.gr.p. ga jumo 40	Sounty of
STEVENS-NESS, LAW PUB. CO., POATLAND, ORE. 13	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		Poertify that the within instrument
DUANE E. ANASTASI and DEBRA T.	Anastasi	wa	s received for record on theday
4825 HARLAN		of.	, 19,
KLAMATH FALLS, OR 97603		A CONTRACTOR OF THE CONTRACTOR	
Grantor	SPACE RES		book/reel/volume Noon
DELLA J. WOOD	FOR		geor as fee/file/instru-
151-NORTH WILLIAMS ROOM 103	RECORDER	the contract of the contract o	nt/microtilm/reception No,
APPARA DE LA CALLA		1/4	cord of Mortgages of said County.
RLAMATH FALLS; OR 97601	WAR ON STREET	COUNTY	Witness my hand and seal of
	11	Co	ounty affixed.
MOUNTAIN TITLE COMPANY	A record of the first terms	the first entire to the contract of	
the second control of	£1	read and with	
OF KLAMATH COUNTY	£1	्राप्तः <u>स्थान</u> इस्त्रे कार्यं कार्यः	
OF KLAMATH COUNTY	# <u>(</u> %)	y er and andy pred and unce	NAME TITLE
OF KLAMATH COUNTY	£1	y er and andy pred and unce	

MTC NO: 25461-DN

EXHIBIT "A" LEGAL DESCRIPTION

All of Tract 35 of HOMEDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM all that portion of Tract 35 of HOMEDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at a point on the Southwesterly line of said Tract 35, a distance of 75 feet Northwesterly from the most Southerly corner of said Tract 35; thence Northeasterly and parallel to the line between said Lot 35 and 34 of said HOMEDALE, a distance of 300 feet to the Northeasterly line of said Tract 35; thence Northwesterly along the Northeasterly line of said Tract 35 a distance of 106.5 feet to the most Northerly corner of said Tract 35; thence Southwesterly along the line between said Tract 35 and 36 of said HOMEDALE, a distance of 300 feet to the most Westerly corner of said Tract 35; thence Southeasterly along the Southwesterly line of said Tract 35 a distance of 106.5 feet to the point of beginning.

STATE	OF	OREGON:	COUNTY	OF KLAMATH-	

Filed for red	cord at request	of	Mountain Title	Co.	the	13th	day
of	May	_ A.D., 19 _	91 at 2:36	o'clock PM., and	duly recorded in Vol	. M91	cay
		of	<u> Mortgages</u>	on Page90		_	·
FEE	\$18.00			Evelyn Biehn By <u>Qaul</u>	County Clerk	dare	