	FORM No. 881-Oregon Trust Deed Series-TRUST DEED. ASPEN 37031 COPYRIGHT 1930 STEVENS. NESS LAW PUBLISHING CO., PORTLAND, OR 5720- NE 32005 TRUST DEED VOI 1990 POOP 13858
	THIS TRUST DEED, made this 12th day of July
	JACK L. STEWART and JONI M. STEWART. HUSBAND AND WILL as Grantor, ASPEN TITLE & ESCROW, INC. , as Trustee, and RUSSELL E. PARKER AND MILDRED F. PARKER, husband and wife with Full rights of survivorship
	as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property KLAMATH inCounty, Oregon, described as: SEE EXHIBIT "A" ATTACHED HERETO
	THIS TRUST DEED IS SECOND AND INFERIOR TO THAT TRUST DEED OF RECORD IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
<u>h-01-</u>	
	together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywis because a protection of the tenes, issues and profits thereof and all lixtures now or hereafter attached to or used in connect
TTT-TE	now or neterater appendix appendix appendix and payment of the said real estate.
	sum of SIX THOUSAND TWO HUNDRED TWENTY FIVE AND NO/100,
	then, at the beneficially solution of the and payable. herein, shall become immediately due and payable. To protect the security of this trust deed, grantor ugrees:
	and repair; not to remise of waite of said property. not to commit or permit any waste of said property. 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or manner any building or improvement which may be constructed, damaged or defined therein, and pay when due all costs incurred therefor. condi- totioned therein, and pay when due all costs incurred therefor.
	cial Code as the beneficiary may require and to pay in this extreme made proper public office or offices, as well as the cost of all fine searches made by filing officers or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the beneficiary.
	now or hereafter erected on the said premises against tops to time require, in and such other hazards as the beneficiary may from time to time require, in and such other hazards as the beneficiary may from time to time require, in an amount not less than s INSULABLE VALUE companies acceptable to the beneficiary as soon as insured; rompanies discussed with the delivered to the beneficiary as soon as insured; rompanies of insurance shall be delivered to proper any such insurance and the application or release thereof as aforesaid, shall not cue property, and the application or release thereof as aforesaid and are such as the delivered to the beneficiary and soon as insured; rompanies acceptable to the delivered to proper any such insurance and the application or release thereof as aforesaid as aforesaid property. The delivered of the delivered to proper any such insurance and the application of the application of release thereof as aforesaid as aforesaid and the application of the delivered to insufate any acc
	deliver stud points of insurance now or hereafter placed on such that is the sensitivity of any policy of insurance now or hereafter placed on such applied by herein the beneficiary may procure the same at grantor's expenses. The amount the beneficiary may procure the same at grantor's expenses. The amount the beneficiary may procure the same at grantor's expenses. The amount the beneficiary may procure the same at grantor's expenses. The amount the beneficiary may procure the same at grantor's expenses of any agreement hereunder, time beneficiary clarge and payable. In such order as beneficiary at his election may proceed to foreclose this trust declare all sums secured hereby immediately due and payable. In such order as the beneficiary at his election may proceed to foreclose this trust declare all sums secured hereby immediately due and payable. In such order as the beneficiary at his election may proceed to foreclose this trust declare all sums secured hereby immediately due and payable. The such applied by the same at grantor's expenses the same at grantor's expe
	any determine, may in preleased to grantor. Such application of invalidate any any part thread, may increased to grantor. Such application of invalidate any not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 5. To keep said premises that may be levied or assessed upon or takes assessments and other charges state takes, assessments and other charges when the charge assessments and other charges that have, as the threshold as the other charges assessments and other charges assessments and charge the charges as the charge assessments and charge the charges assessments and charges assessments and charges assessments and charges assessments and charge the charges assessments and charges assessments and charge the charge the charge assessments assessment
	against stad properts due or delinquent and promptly deliver receipts answers charges become past due or delinquent and promptly deliver receipts answers to beneficiary, should the grantor hail to make payment of any fares, abses- to beneficiary, should the grantor hail to make payment by grantor either ments, insurance premiums, lines or other charges payable by grantor, either by direct payment, beneficiary with lunds with which to by direct payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may, at its option, make payment thereol, make such payment, beneficiary may at its option make payment thereol, make such payment, beneficiary may at its option make payment thereol.
	and the amount as in the obligations described in participations becauted by this hereby, together with the obligations described in participation of the debut secured by the fusit deed, with the default course of the default may be cured by paying trust deed, without waiver of any rights arising from breach of any of the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as alores, and the bolt of the default coursed. Any other default that is capa covenants hereof and for such payment of the obligation here bolt the error hereinbelow described, as well as the grantor, shall be bound to the or hereinbelow described, as well as the grantor, shall be bound to the error hereinbelow described, as well as the grantor, shall be bound to the or hereinbelow described, as well as the grantor, shall be bound to the or hereinbelow described, as well as the grantor, shall be bound to the error hereinbelow described and the state and the obligation hereinbelow described and the default of the pay for any case, in addition to curre the default below the state and the state and the obligation hereinbelow described and the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation hereinbelow described and the default of the payment of the obligation default of the payment of the payment of the payment of the obligation hereinbelow described and the payment of t
	same etter intra all such payments shall be intraelihitivities of the opticary, described, and all such payment thereof shall, at the option of the beneficiary, out notice, and the nonpayment thereof shall, at the option of the trust render all sums secured by this trust deed immediately due and payable and render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed. 6. To pay all costs, fees, and expenses of this trust including the cost 6. To pay all costs, fees, and expenses of the trustee incurred. 14. Otherwise, the safe shall be held on the date and at the time time to which said saf
	of title search as with or in enforcing this obligation and trustee's and untorky in postponed as provided by law. The trustee that he parcel or part in one parcel or in separate parcels and shall sell the parcel or part in one parcel or in separate parcels and shall sell the time of sale. T. To appear in and delend any action or proceeding purporting to in one parcel or in separate parcels and shall sell the time of sale. T. To appear in and delend any action or proceeding purporting to a sequence of the highest bidder for cash, payable at the time of sale. allect the security rights or powers of beneficiary or trustee may appear, including the ronetwise sold, but without any covenant or warranty, express the property so sold, but without any covenant or warranty.
	any suit for the lotted state of the beneficiary's or trustee's allotties shall be eluding evidence of title and the beneficiary's or trustee's shall be amount of attorney's less mentioned in this paradtaph 7 in all cases shall be fixed by the trial court dia name and in the event of an appeal from any judgment or fixed by the trial court, grantor further afters to pay such sum as the forthe court shall adjudge reasonable as the beneficiary's or trustee's attor- direct of the trial court. Grantor further afters to pay such sum as the shall adjudge reasonable as the beneficiary's or trustee's attor-
	ney's tees on such appoint. So that is interest may appear in the order of their priority and the source of the interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of the surface of the appear in the order of the appear of the appear in the order of
	as compensation lecosts, expenses and attorney's tees inconsisting and to pay all reasonable costs, expenses and attorney's tees incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's tees, applied by it first upon any reasonable costs and expenses and inductive to head by written instrument executed by bether both in the trial and appellate courts, necessarily paid on the inductive inductive to head by written instrument executed by bether and substitution shall be made by written instrument executed by the and substitution shall be conclusive provide the counts or con- tained in the trial and appellate courts, necessarily paid to take such actions.
	secured hereby, an attaining as shall be necessary in oblamming such that the secure such and secure such and the secure such as the secure such a
	the liability of any person for the payment of the indedicedness; (b) join in shall be a party unless such action of provides that the payment of the indedicedness; (b) join in shall be a party unless such action of provides that the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bar, a bank, trust to the Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bar, a bank, trust to the analysis and board accounting authorized to business under the laws of Oregon or the United States, a title insurance company authorized to ab business under the laws of Oregon or the United States, or on escow agent licensed under OCS of 5253 to properly of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency theread, or on escow agent licensed under OCS of 5253 to properly of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency theread, or on escow agent licensed under OCS of 5253 to properly of this state.

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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 il 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 leminine 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.

JACK L. STEWART VE KA S les استد جیسین JONÍ M. STEWART

STATE OF OREGON, County of The William This instrument was acknowledged before me on ...... by ....JACK L. STEWART and JONI M. STEWART. This instrument was acknowledged before me on ..... by as ..... and stressesses COMMISSION EXPIRES JULY 06, 1994 andler Notary Public for Oregon 7-4 My commission expires ....... TERRETONICANALGO STOTICK NO. 1000

REQUEST FOR FULL RECONVEYANCE

. Trustee

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To be used only when obligations have been paid.

TO:

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:

Beneficiary

Do not loss or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

TRUST DEED (FORM No. 881) STEVENS:NESS LAW PUB. CO., POATLAND, ORE. Grantor	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County of
Beneticiary		-
AFTER RECORDING RETURN TO		County affixed.
KLAMATH FIRST FEDERAL 540 MAIN STREET KLAMATH FALLS, OR 97601		NAME TITLE
KUMMATII FAUUS, OK 97001		By Deputy

## 13860

## EXHIBIT "A"

The SE 1/4 of the SW 1/4 of the SW 1/4 of Section 8, Township 38 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the following:

All that portion of the SE 1/4 SW 1/4 SW 1/4 of Section 8, Township 38 South, Range 11 East of the Willamette Meridian, which lies Southerly and Westerly of the right of way of that certain roadway as described in deed to Ivan E. Crumpacker and Lois E. Crumpacker, recorded in M-72 at Page 1845.

TOGETHER WITH an easement more fully described in document recorded August 30, 1971 in Book M-71 at Page 9163.

ALSO TOGETHER WITH an easement more fully described in document recorded November 8, 1971 in Book M-71 at Page 11639.

ALSO TOGETHER WITH an easement more fully described in document recorded February 18, 1972 in Book M-72 at Page 1822.

ALSO TOGETHER WITH an easement more fully described in document recorded February 23, 1971 in Book M-71 at Page 1527.

ALSO TOGETHER WITH an easement more fully described in document recorded November 8, 1971 in Book M-71 at Page 11691.

ALSO TOGETHER WITH an easement more fully described in document recorded June 16, 1972 in Book M-72 at Page 6546.

ALSO TOGETHER WITH an easement more fully described in document recorded August 9, 1974 in Book M-74 at Page 9760.

ALSO TOGETHER WITH an easement more fully described in document recorded March 26, 1975 in Book M-75 at Page 3343.

CODE 36 & 114 MAP 3811-800 TL 1300 KEY #462127 CODE 114 & 36 MAP 3811-800 TL 1300 KEY #602388

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

<b>C</b> <sup>1</sup> 1 <b>C</b>	ot room	t of Aspen Title Co.	the	<u>16th</u>	day
Filed for	record at reque	A.D., 19 91 at 10:48 o'clock AM., and duly r	recorded in	Vol. <u>M91</u>	·
ot	July	of Mortgages on Page 13858	·		
		Evelvn Biehn > C	County Clerl	κ.	
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