No. 881-Oregon Trust Deed Serie			Volma	Page 142	<u>30</u>
32271	ED made this	17th day of	JUJY	AND ORVIL C.	etween
THIS TRUST DE CHARLES R. PAR	KER AND LENA CORINNE S.	PARKER, HUS CUNNINGHAM,	HUSBAND AND WI	II III III IIII IIII IIIIIIIIIIIIIIIII	e, and
Grantor, ASPEN	TITLE & ESCR	OW, INC. L. WIRTH, HU	SBAND AND WIFE	, as Truste	,
DICUTE OF SURV	IVORSHIP				
Beneficiary, Grantor irrevocab	ly grants, bargains,	sells and conveys	to trustee in trust, wi	th power of sale, the p outh 10 acres	
Grantor irrevocab KLAMATH Lot 6, Block	2, SUNNYLAND	, a Resubdiv 1, in the Co	ision of the So unty of Klamath	1, State of	
of Enterprise Oregon,	1100				
CODE 1 MAP	3809-34CD	TL 3400			
			t -tt other rid	hts thereunto belonging or	in anywise in connec-
together with all and sing	ular the tenements, he ning, and the rents, issu	reditaments and appur tes and profits thereof	and all lixtures now or he	hts thereunto belonging or realter attached to or used herein contained and paya	ment of the
now or hereafter appending tion with said real estate. FOR THE PURPO	SE OF SECURING	PERFORMANCE of HUNDRED AND	NO/100;	herein contained and paya according to the terms of a	a promissory est hereof, if
sum of FIVE TH	(55,500.00)	)Do ry or order and made l	by grantor, the final paym note 19	the the final installment	of said note
note of even date heroit not sooner paid, to be du The date of matur	ite and payable ac ity of the debt secured of the event the wit	by this instrument is a hin described property drantor without first h	the date, stared above, on , or any part thereof, or a aving obtained the writter	which the final installment ny interest therein is sold, a consent or approval of the maturity dates expressed	e beneficiary, 1 therein, or
sold, conveyed, assigned then, at the beneficiary's	or alienated by the f s option, all obligations rediately due and payab	secured by this instru- ble.	ment, mespecta	ating any restriction thereon; (	(e) join in any lien or charge
To protect the se 1. To protect, preset	curity of this trust dee we and maintain said prop or demolish any building of	a, granter bood condition perty in good condition r improvement thereon;	subordination or other agreen subordination or other agreen thereol; (d) reconvey, without grantee in any reconveyance grantee in any reconveyance	warranty, all or any part of a warranty, all or any part of may may be described as the "pe may be described as the "pe the recitals therein of any matter the recitals the recital the recital the recital the recital the recital the	erson or persons ers or facts shall s for any of the
and repair; not to rermit any not to commit or permit any 2. To complete or manner any building or im,	waste of said property and in restore promptly and in provement which may be of when due all costs incurred	good and damaged or constructed, damaged or therefor, ations, covenants, condi-	be conclusive proof of the tri services mentioned in this para 10. Upon any default	graph shall be not less than 25, by grantor hereunder, benetici a person, by agent or by a re	ary may at any ceiver to be at any security by
destroyed the comply with i To comply with tions and restrictions allect	all laws, property; if the bi ing said property; if the bi wing statements pursuant to name	o the Uniform Commer- e for filing same in the	time without notice, and with pointed by a court, and with the indebtedness hereby secur the indebtedness thereof, in	out regard to and take possess ed, enter upon and take possess its own name such unnaid, and	collect the rent collect the rent copply the sam
proper public office or off	ling agencies as may be c	geened uses the buildings	less costs and expenses of op ney's lees upon any indebted ficiary may determine.	iness secured hereby, and in su on and taking possession of s	aid property, to of fire and oth
now or hereatter hazards as and such other hazards as an amount not less than companies acceptable to t	the beneficiary with loss I	ratue: white all nayable to the latter; all is soon as insured; insured; insurance and to	collection of sales or compen- insurance policies or compen- property, and the application asive any default or notice	sation of awards thereof as aforesaid or release thereof as aforesaid of default hereunder or invali	date any act do
tion of any policy of an	cute the same at grands	nay be applied by benet	12. Upon default by hereby or in his performance essence with respect to such	payment and/or performance, t payment and/or performance, t ereby immediately due and pa	he beneficiary fr yable. In such lose this trust d
collected under any fire of ciary upon any indebtedi may determine, or at op	or other induced hereby and in ness secured hereby and in tion of beneficiary the enti- released to grantor. Such	such order to collected, or application or release shall oreunder or invalidate any	event the beneliciary at his event the beneliciary at his in equity as a mortgage of invertisement and sale, or	direct the trustee to foreclose may direct the trustee to pursue may direct the beneficiary may enuity, which the beneficiary may	any other right have. In the eve the beneficiary
any part or waive any de not cure or waive any de act done pursuant to suc 5. To keep said	h notice. premises free from constru- ther charges that may be	iction liens and to pay all levied or assessed upon or assessments and other	the beneficiary elects to for the beneficiary elects to for the trustee shall execute an the trustee shall execute an	d cause to be recorded his writt ad cause to be recorded his writt said described real property to s said described real property to s the trustee shall fix the time an	atisty the obliga d place of sale. close this trust of
taxes, assessments in a against said property be charges become past due to beneliciary; should if	fore any part of depropries or delinquent and promp- ne grantor fail to make pay news liens or other charges	tly deliver receipts whent of any taxes, assess payable by grantor, eithe with funds with which t	secured hereby wheredon notice thereof as then require in the manner provided in 13. After the trust	ORS 86.735 to 86.795. ORS 86.735 to 86.795. ee has commenced foreclosure b ee has commenced foreclosure the to 5 days before the date the	y advertisement trustee conducts 25 86.753, may
by direct payment or make such payment, by and the amount so paid	by providing may, at its opti- encliciary may, at its opti- , with interest at the rate s by obligations described in	on, make photo secures set forth in the note secure paragraphs 6 and 7 of the of the debt secured by th	d sale, and at any or is sale, the grantor or any o is the default or defaults. It is the default or defaults. It is secured by the tru	ther person so paints of a failur the default consists of a failur st deed, the default may be c time of the cure other than st time of the cure other than st	cuted by paying uch portion as w ult that is capal
trust deed, shall be ad trust deed, without wa trust deed, without and b	ded to and rights arising iver of any rights arising or such payments, with inte thed as well as the gran	from breach the pro- erest as aforesaid, the pro- itor, shall be bound to the out of the obligation here	not then be due had no c not then be due had no c in being cured may be cure being cured may be cure	d by tendering the performance	curing the defau beneficiary all
erty interest that they same extent that they described, and all such out notice, and the not	are bound shall be immedi payment thereof shall, at a payment thereof shall, at a day this trust deed imme	the option of the beneficiar diately due and payable and diately due and payable and payab	y, defaults, the actually in and expenses actually in together with trustee's ar	ad attorney's tees not exceeding	e and at the tin which said sal
6. To pay all of title search as well	as the other costs and exp in enforcing this obligation	and trustee's and attorne	y's place designed as provide be postponed as provide to in one parcel or in sep	d by law, the transferred shall sell the barate parcels and shall sell the biddet for cash, payable at the	time of sale.
lees actually incurred. 7. To appear affect the security ric	in and defend any action hts or powers of beneficiary which the beneficiary or	or proceeding and in any s y or trustee; and in any s trustee may appear, includ and all costs and expenses.	ind shall deliver to the pur ind shall deliver to the pur in- the property so sold, b the olied. The recitals in th	chaser its device ovenant or we ut without any covenant or we e deed of any matters of lact st e deed of any matters of lact st root. Any person, excluding the	hall be conclusive trustee, but in
any suit to dence of t	itle and the odd in this par	agraph from any judgmen	ap- shall apply the proceed	is of sale to payment of (1) t is of sale to payment of (1) t	able charge by feed, (3) to all
decree in the shall a pellate court shall a ney's lees on such ar 14 is mutual	djudge reasonant speal. Ify agreed that:	at said property shall be t	altorney, corded liens having recorded liens aken deed as their interests orphus, it any, to the	subsequent to the order of the may appear in the order of the grantor or to his successor in	interest entitled
night, if it so elects.	that any providents of the second end minent domain or condemna- to require that all or any require that all or any which are in	excess of the amount pa	able surplus. t6. Beneficiary id or sors to any trustee na and under. Upon such a	may from or to any success amed herein or to any success ppointment, and without cony it he vested with all title. Pow	evance to the sets and duties r Each such api
to pay all reasonal incurred by granto applied by it first u	ole costs, expensional of the costs and proceedings, sha ipon any teasonable costs a upon any teasonable costs a courts, necess.	all be paid to battorney's ind expenses and attorney's arily paid or incurred by arily paid upon the indebty	bene- upon any trustee here bene- upon substitution shall	be made by written instrument	the county or co
ficiary in such pro- secured hereby; and and execute such	d grantor agrees, at its ow instruments as shall be m instruments as shall be m	ecessary in obtaining such t.	com- of the successor truster 17. Truster	we we this trust when this of the a public record as provided de a public record as provided sale	t by Low True under any oth
ficiary, payment of and the component of	time and from insentation it its lees and presentation use of full reconveyances, for use of full reconveyances, for	of this deed, without all or cancellation), without all of the indebtedness, truste of the indebtedness, (b)	e may trust or of any acti- join in shall be a party unl	ess such action or proceeding is	brought :
the liability of an (a) consent to the	e making of any map or p Deed Act provides that the tr	ustee hereunder must be eith do business under the laws	ner an attorney, who is an activ of Oregon or the United States nited States or any agency thereo	e member of the Oregon State o title insurance company author o to estrow agent litented und	prized to insure t der ORS 696.505
	authorized to	branches, the U			
NOTE: The Trust D or savings and loc preperty of this sto	in association constraints, affiliates	s, agents or bland			

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14291 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 if 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 hoider 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. Charles R. PARKER CHARLES R. PARKER Dena Parker By Her Atterny LENA PARKER Orice Cunninghan \* 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 uses Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. COR INNE S. CUNNINGHAM REANNE S. CUNNINGHAM ORVIL CUNNINGHAM ORVIL CUNNINGHAM Orvil C Cunningham Orvil C Cunningham of Klamath and CORINNE S. CHARLES R. PARKER and LENA PARKER and ORVIL C. CUNNINGHAM 100 1 1 20 ana4a Notary Bublic for Oregon My commission expires FORM No. 159-ACKNOWLEDGMENT BY ATTORNEY-IN-FACT. STATE OF OREGON, SS. County of Klamath On this the 22nd day of July , 19 91 personal ORVIL C. CUNNINGHAM day of July....., 19 91 personally appeared who, being duly sworn (or affirmed), did say that ... he is the attorney in fact for LENA PARKER ..... and that ... he executed the foregoing instrument by authority of and in behall of said principal; and he acknowledged said instrument to be the act and deed of said principal. Before me: Handsa (Official Seal) andled > NOTARY PUBLIC FOR STREEDN My Commission Expires: (Title of Officer) State of Oregon \_ County of Klamath , I certify that the within instrument of \_\_\_\_\_\_July\_\_\_\_\_, 19...91, at 11:00 \_\_\_\_\_o'clock ...A.M., and recorded SPACE RESERVED Grantor page 14290 or as fee/file/instru-FOR ment/microfilm/reception No. 32271, RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Evelyn Biehn ASPEN TITLE & ESCROW, INC. 525 MAIN STREET By Qaules Mulendese Deputy KLAMATH\_FALLS,OR 97601 <sup>||</sup> Fee \$13.00