32825

THIS TRUST DEED, made this 2 day of August 19 91, between GEORGE NILE BROWN AND SUSAN Q. BROWN AND SAMMI L. HILSABECK, WITH THE RIGHTS OF SURVIVORSHIP as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as WILLFRED D. MATTOS AND DOTTIE MATTOS, WITH THE RIGHTS OF SURVIVORSHIP

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Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary,

according to the official plat thereof on Tract 90, PLEASANT HOME TRACTS, file in the office of the County Clerk of Klamath County, Oregon.

The date of many aparable. In the event the wittin total liris havisold, conveyed, assigned or alienated by the grantor without liris havisold, conveyed, assigned or alienated by the grantor without liris havisold, conveyed, assigned or alienated by the grantor without liris havisold, conveyed, assigned or alienated by the grantor agrees; then are the beneficiary's option, all obligations secured by this instrume them, and the property in good condition.

To protect the security of this trust deed, grantor agrees, and the property in good condition of the control of the property of the property in good and workmanlikes. The property of the proper

It is mutually agreed that:

8. In the event that amy portion or all ol said property shall be taken in the right of eminent domain or condemnation, beneficiary shall have the right is o elects, to require that all or any portion of the monies payable right, it is o elects, to require that all or any portion of the monies payable to such taking, which are in excess of the amount required as compensation for such proceedings, shall be paid to beneficiary and incurred by first upon any reasonable costs and expenses and attorney less, applied by first upon any reasonable costs and expenses and attorney less, to train a such proceedings, and the balance applied upon the dictary in trial and appellate courts, but one expense, to take such actions secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such companies, and the internation of the expense of the property of the payament of tis fees and presentation of this deed and the note licitary, payment of its fees and presentation of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness.

granting any easement or creating any restriction thereon; (c) join in any thereoff, (d) reconvey, without warrants, all or any part of the property. The thereoff, (d) reconvey, without warrants, all or any part of the property. The feating anitated thereto, and the reconveyance may be described as the "person or persons persons of the truthfulness thereoff, and may reconveyance may be described as the "person or persons persons of the truthfulness thereoff, and may neathers or lacis shall regally entitled thereto," and the recitives thereoff, and may matters or lacis shall services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, heneficiary may at any pitch without notice, either in person by agent or by a receiver to be appointed by a court, and without refer upon and take possession of said property in the indebtedness hereby, secured, enter upon and take possession of said property in the indebtedness hereby, and the appointed by a court, and without refer upon and take possession of said property and profits, including those past due and unpaid, and apply the same. The same past due and unpaid, and apply the same recitive may determine.

11. The entering upon and taking possession of said property, and the application of such rents, issues and profits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the herby or in his performance of any agreement hereunder, time being of the herby proceeds of the and of the property of the proceeds of the angle of the property of the proceeds of the proceeds of the proceeds of the property of the proceeds of the

together with trustee's and attorney's lees not exceeding the amounts provided 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 said said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold but without any covenant or warranty, express or implied. The rectials in the deed of any matres of lact shall be conclusive proof of the truthfulness thereof. Any person, 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 the corpersation of the trustee and a reasonable charge by truste's cluding the corpersation of the trustee and a reasonable charge by truste's cluding the corpersation secured by the trust deed, (3) to all persons attorney, (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 thaving recorded tens subsequent to the interest of the trustee in the trust deed, as their interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his subsequent a successor or successor.

deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or successor any trustee named herein or to any successor trustee appointment. On the successor trustee, appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conterred trustee, the latter shall be wested with all title, powers and duties content upon any trustee herein named or appointed hereunder. Each such appointment which, where recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by low. Trustee is not considered to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

attorney, who is an active member of the Oregon State Bar, a bank, trust company region or the United States, a title insurance company authorized to insure title to real region or the United States, a title insurance company authorized to insure title to real region or an escrow agent licensed under ORS 696.505 to 696.595. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attor or savings and loan association authorized to do business under the laws of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States

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 MORTGAGE RECORDED JUNE 20, 1979, Volume M79, Page 14599 IN FAVOR OF ODVA AND ALL INCLUSIVE TRUST DEED RECORDED IN VOLUME M91, PAGE 15305 IN FAVOR OF SELLER. and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds o	of the loan represented b	y the above describ	ed note and this trust deed are:
\$\$ <u>`</u> \$\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$	<i>ĸĸ</i> ĸĸĸĸĸĸĸ	TÄRYÄ X KXXXX XXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
This deed applies to, inures to the benel personal representatives, successors and assigns. secured hereby, whether or not named as a bene gender includes the teminine and the neuter, and	The term beneliciary s eliciary herein. In consti	hall mean the holde ruing this deed and	its, legatees, devisees, administrators, executors, er and owner, including pledgee, of the contract whenever the context so requires, the masculine
IN WITNESS WHEREOF, said	grantor has hereunt	to set his hand th	ne day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is			
* IMPORTANT NOTICE: Delete, by lining out, whichev not applicable: if warranty (a) is applicable and the	beneficiary is a creditor	GEORGE NI	I.F BROWN
as such word is defined in the Truth-in-Lending Act beneficiary MUST comply with the Act and Regulat	ion by making required	Gusa	Brown Brown
disclosures; for this purpose use Stevens-Ness Form N If compliance with the Act is not required, disregard		Sanai & Hillabeak	
		SAMMI L. HELSABECK	
		Klamath	N
STATE OF OREGON, County ofKlamath ss. This instrument was acknowledged before me onAugust 2, 19.91,			
hy George N	lile Brown. Susa	n O. Brown.	S Sammi L. Hilsabeck
This instrument was acknowledged before me on, 19,			
by			
as		***************************************	<u></u>
The state of the s			
OFFICIAL SEAL		AL SEAL	1 X / Han
CHEA L HAUG		L. HAUG NJC - DREGON	Notary Public for Oregon
Mark Commence to MO. 000457	COMMISSION	NO. 806457	1. 1. 61
MY COMMISSION DIFFIRES MAY 01, 1995	m. commission of	PED MAY OF 1995 X	ires
The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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			
estate now need by you under the same, much recently, and the same same same same same same same sam			
DATED: , 19			
	••••	,	Beneficiary
Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.			
TRUST DEED			STATE OF OREGON,
(FORM No. 881)			County ofKlamath
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE,			I certify that the within instrument
War bar		1	was received for record on the5th day
Feorge Brown		· ·	ofAug, 1991, at 3:34 o'clock P. M., and recorded
Jusa. Brown			in book/reel/volume NoM91 on
Jananu Thesal Grantor	SPACE RESI	ERVED J	page 15308 or as fee/file/instru-
Willed Mallos	FOR RECORDER'S	S USE 1	ment/microfilm/reception No. 32825,
1241 - 771		·	Record of Mortgages of said County.
Solution Beneficiary			Witness my hand and seal of
Donomary	ľ		County affixed

AFTER RECORDING RETURN TO
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Evelyn Biehn, County Clerk By Quiling Millis der Deputy

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Fee \$13.00