4T 1988 57	EVENS. NESS L		4 0 4	20 0
. , .	01	Dage	161	885
√01.	m91	rage		

00	IKO31 DEED	
°° 33273	Augu	ist 1991 between
THIS TRUST DEED, ma	de this lst day of Augu	
Warren Winston Mierke	Escrow Co. Inc.	, as Trustee, and
Crantor ASDELL ALLANDA	the stand as husband and wile,	A Marie Control of the Control of th
Lynn G Westwood and hisa	Rae Westwood as Inves	and the second s
as Beneficiary,	witnesseth:	of cale the property

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

Block 40 Lot 24 in KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO.2, in Klamath County, Oregon.

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 Ten Thousand Four Hundred and 00/xx

[\$10,600,000]

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable. Per Terms of Note of Even Pate.

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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable or alienated by the grantor without first having obtained the written consent or approval of the heneficiary. Sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the heneficiary accounts the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

To protect the security of this trust deed, frantor accounts.

becomes due and payable. In the event the within described of conveyed, assigned or alienated by the grantor without list has old conveyed, assigned or alienated by the grantor without list has old conveyed, assigned or alienated by the grantor without list instruction, and the beneficiary's option, all obligations secured by this instruction and repair; not to remover demoush any building or improvement thereon; and repair; not to remover demoush any building or improvement thereon; or to commit or perfect or restore promptly and in constructed, damaged or manner and pay when due all costs in the beneficiary so requests, to devote the promptly and in constructed, damaged or destroy. To comply with all laws, ordinance-regulations, covenants, conditions and restrictions alterting said property. The beneficiary so requests, to proper public office or offices, as any be deemed desirable by thing offices or searching agencies as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices or searching agencies, as may be deemed desirable by thing offices of insurance shall be delivered to the beneficiary as soon as insured and and 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 and such other shall fail or any item to proper a such as a suc

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 tright, if it so elect to require that all or any portion of the minnes payable to the first open such taking, which are in excess of the amount required to pay all the manner of the property of the payable to the property of the payable of the pa

granting any easement or creating any restriction thereon; (c) ioin in any subordination or other agreement alberting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. Thereof, and the recitals there not any matters or basis should be conclusive proof of the truthfulness there not any matters or basis should be conclusive proof of the truthfulness thereof. Trustes sees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default, by granton because the presence any of the indebtedness hereby secured, inter upon and take peases on a safety or any part thereof, in its own name sue or otherwise celler the ruts, issue and profits, including those past due and impaid, and apply the same, issue and profits, including those past due and impaid, and apply the same, is upon any indebtedness secured hereby, and in such order as homeoficiary may determine.

11. The entering upon and taking possession of said property, and the application of release thereof as adorsaid, shall not cure of property, and the application of release thereof as adorsaid, shall not cure of variety and 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 astronout hereander, those hoose of the hereby or in his performance of any astronout hereander, thus hoose of the hereby or in his performance of any astronout hereander, thus hoose of the

property, and the approcation of release thereof as aboresaid, shall not cure of waive any default or notice of default hereinder 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 sesence with respect to such payment and/or performance, the being of the default and several the beneficiary may essence with respect to such payment and/or performance, the hereinicary may essence with respect to such payment and/or performance, the hereinicary may may expert of the perfect of the several the beneficiary at his effect the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue only other right or advertisement and sale, or may direct the trustee to pursue only other right or tember, and the selection of selection of selection and cause to be recorded his written notice of default the trustee shall execute and cause to be recorded his written notice of default the trustee shall execute and cause to be recorded his written notice of default the trustee shall in the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed sale, and at any time prior to \$ days before the date the trustee conducts the sale, and at any time prior to \$ days before the date the trustee conducts the sale, and at any time prior to \$ days before the date the trustee conducts the sale, and at any time prior to \$ days before the date the trustee conducts the sale, and at any time prior to \$ days before the date the trustee conducts the sale shall be default on the sale and trust of the default on the sale sale to default on the sale sale to the default that is capable to the de

defaults, the person evident in enloring the originates are appeared and expense actually incurred in enloring the original harmonists provided together with trustee's and attorney's lees not exceeding the amounts provided together with trustee's and 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 which said property either be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either auction to the highest bidder for cash, payable at the mne of sale. Trustee auction to the highest bidder for cash, payable at the mne 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 warmst, express or interpretable to the precision of the receitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the trustees sails parameter for the pseudo-payable design by trustees shall apply the property solds are assumed as a second sold as a person stationer. The the soldstation second by the trust and a case and a

used as their microscopies and appears in microst entitled to surplus. If any, to the granton or to his successor in microst entitled to surplus and formal trustee mind from time to time appears a successor or successor and trustee minds there in an appearance of the survey of the surplus and appearanced, and without conveyance to the survey instead of the surplus and different powers and different control trustees. It is that he vested with all the powers and different control of substitution shall be made by appearance that he are happearance of substitution shall be made by an attributed tracking and appearance which the property is situated, shall be conclusive proof of proper appointment of the successor trustee accepts this trust of hem. This deed, dish excented and acknowledged is made upon the public record as provided by the trustee acknowledged is made upon the public record as provided by the Trustee is not obligated to notify any parts better of pending sale including ordering shall be a party unless such action or proceeding is brought by trustee.

By Mullery Y) with day Deputy

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 Prior to payment in full no timber, trees, minerals, or soils are to be cut, quarried, or removed without prior written consent of seller.

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

This trust deed secures a note of even date.

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 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 opplicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation 7, 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. PATIENCE ANNE STARNES NOTARY PUELIC - CALIFORNIA SANTA CLARA COUNTY STATE OF OREGON My comm, expires mm. expires JUL 29, 1991 STATE OF OREGON. County of SANIA CLAIM ) ss. County of AKA WALKEL WINSTON

WICK Y

WILLIAM WALKEL WINSTON This instrument was acknowledged before me on .bv of Lilic Notary Public for Notary Public for Oregon (SEAL) (SEAL) AC. My commission expires: My commission expires REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. .. , Trustee 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 . 19 DATED: Beneliciary sot lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

		The same of the sa
TRUST DEED  (FORM No. 881)  STEVENS NESS LAW PUBLICO PORTLAND GRA	SPACE RESERVED	STATE OF OREGON,  County of
Warren Winston Mierke		
Lynn G Westwood &	FOR RECORDER'S USE	ment/microfilm/reception No33273, Record of Mortgages of said County.
Lisa Rae Westwood Beneficiary		Witness my hand and seal of County affixed.
AFTER RECORDING RETURN TO Lynn & LIsa Westwood P.O. Box 961		Evelyn Biehn, County Clerk.

Fee \$13.00

Klamath Falls, Or 97601