33742

TRUST DEED

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	10.01 Fatures
THIS TRUST DEED, made this21st	day ofAugust
RAYMOND DALE KING	
ASPEN TITLE & ESCROW, INC.	to a transfer of the second se
Frantor, AND AND DARRARA I.	MIZE, husband and wife

as (RANDALL G. MIZE and BARD with full rights of survivorship d

as Beneficiary,

WITNESSETH:

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

The South 1/2 South 1/2 Northeast 1/4 Southeast 1/4 and the Southeast 1/4 Southeast 1/4 of Section 19, Township 35 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Code 8, Map 3513-1900, Tax Lot 1100

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appraising, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connections of the state of th ith said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

Five Thousand and no/100----note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

oner paid, to be due and payable at maturity of note .19
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note not sooner paid, to be due and payable

not sooner paid, to be due and payable

The date of maturity of the debt secured by this instrument is becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in Rood condition and repair; not to remove or denolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly any be constructed, damaged or manner any building or improvement and the said becomes resultations, covenants, conditions and estretions affecting said property; if the beneficiary so requests, to four destroitions affecting said property; if the beneficiary so requests, to four any of the said statements pursuant to the Uniform Commerce of the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all line searches made by filing officers or searching agencies as may be deemed destrable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary against loss or damage by fire and such other hazards as the beneficiary and flower of the policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver and policies to the beneficiary at least filteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, may part of waive any part of such provides the process of the process of

It is mutually agreed that:

It is mutually aftered 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 if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required so compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by frantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor afters, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for 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) pain in my subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the preson or persons lefally entitled thereof, and the recitals there no lary interest for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granter hereunder, hencificiary may of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granter hereunder, hencificiary may at my intensity mentioned the court, and without reland to the adequaction of surveyer to be appointed by a court, and without reland to the adequaction of surveyer to the indebtedness hereby secured, enter upon and taking presension of sud property or any part thereof, in its own name sum appears to secure the relationship and profits, including those past durand unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorning yard determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the and other mountained presents of the property, and the application or release thereof as aforesaid, shall not curs or varies any default or notice of default hereunder or invalidate any act cone pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act cone pursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereundr, time being of the essence with respect to such payment and/or performance, the beneficiary always declare all sums secured hereby immediately due and payadick that the vertex the beneficiary at his election may proceed to force that trust devaluate and the performance of direct the trustee to force that trust devaluate the appropriate of the performance of

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 be postponed as provided by law. The trutee may sell said property either in one parcel or in separate parcels an absalt sell the parcel or parces at aution to the highest bidder for each, payable at the time of sale. Trustee shall deliver to the purchaser its deem, payable at the time of sale. Trustee shall deliver to the purchaser its deem coverant or warrants, express or implied. The recitals in the deed of any matters of tax shall be conclusive food of the truthulness thereof. Any person, evoluting the trustee, but including the grantor and beneficiary, may purchase of the shall be conclusive proof at the trust example of the powers of sale in payable at the conners of sale in payable of the conners of sale in payable of the conners of sale in payable of the payable of the conners of sale in payable of the payable payable of the payable payable of the payable payable of the payable paya

surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed beresurder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all little, powers and duties cond-tred trustee. The latter shall be well with the treatment of the successor trustee herein enade by written instrument executed by beneficiary and substitution shall be made by written instrument executed by beneficiary of the successor trusted 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. It is trust when this deed, duly executed and acknowledged 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 frantor, beneficiary 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 laan 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, agents or branches, the United States or any agency thereof, or an escrow agent incensed under ORS 675.535 to 695.555.

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

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

The grantor warrants that the proceeds of the loan represented last primarily for grantor's personal, family or household purpose (b) for an organization, or (even if grantor is a natural person	n) are lor business or commercial purposes.
personal representatives, successors and assigns. The terminal secured hereby, whether or not named as a beneficiary herein. In consistence the supplier of the supplier and the neuter, and the singular number in	includes the plural.
IN WITNESS WHEREOF, said grantor has hereun	into set his hand the day and year first above writte.
	Roymand Dale Ming
* 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.	
STATE OF OREGON, County of This instrument was acknowled by	Klamath)ss. 26,199,
This instrument was acknown	wledged before me on, 19,
by	
	2/
	My commission expires 9-2(-6)3
	Notary Public for Oregon
	My commission expires 9-20-13
REQUEST FOR FULL To be used only when obli	
TO:, Trustee	
trust deed have been fully paid and satisfied. You nevel at directed said trust deed or pursuant to statute, to cancel all evidences of incherewith together with said trust deed) and to reconvey, without warre estate now held by you under the same, Mail reconveyance and documentations.	ness secured by the foregoing trust deed. All sums secured by said ed, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the unments to
DATED: , 19	
	Beneficiary
Do not lose or destrey this Trust Deed OR THE NOTE which it secures. Both must	ust be delivered to the trustee for cancellation before reconveyance will be made.
MDLICT DEED	STATE OF OREGON,
TRUST DEED	County ofKlamath
(FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	I certify that the within instrument was received for record on the .25th. day
ı	of Aug, 1991
	at 3:41 o'clock P.M., and recorded
	RESERVED in book/reel/volume No. M91 on
· · · · · · · · · · · · · · · · · · ·	page
RECORD	Record of Mortgages of said County.
	Witness my hand and seal of
Beneticiary	County affixed.
AFTER RECORDING RETURN TO	ratam Pichn County Clerk

AFTER RECORDING RETURN TO
ASPEN TITLE & ESCROW, INC.

Attn: Collection Dept

Evelyn Biehn, County Clerk

\$13.00 By Quiling Muli raine Dep