NE 34577

FCR:M No. 881-

Oregan Trust Deed Series

1211C 26737 KRODINICHT 1880 STEVENS NEES LAW FUELISHING CO., FORTLAND, OR \$780 TRUST DEED

THIS TRUST DEED, made this GLENN G. JUSTUS and JOANNA L. JUSTUS, husband and wifesCATHY COGAR

as Grantor, MOUNTAIN TITLE COMPANY OF KLANATH COUNTY ROBERT F. PARKER & GOLDA E. PARKER or the survivor thereof

-TRUST DEFC

as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, Largeins, sells and conveys to trustee in trust, with power of sale, the property 75

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the teneminis, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rants, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each screement of grantor herein contained and payment of the sum of

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable. In the sect without first he sold, conveyed, assigned or alienated by the grantor without first he then, at the beneficiary's option, all obligations secured by this instruction, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain sud property in good condition and repair; not to remove or demolish any building or improvement threen; not to remove or demolish any building or improvement threen; To compile or more weat the security of this trust deed, grantor agrees; To compily with all laws, ordinance, regulations, covenants, conditions and restrictions allocing said property; it the beneficiary so requests, and determine in the constructed, demaged or destroy. To compily with all laws, ordinance, regulations, covenants, conditions and restrictions allocing said property; it the beneficiary or requests, or property, or provide and continuously maintain insurance on the buildings or almost as the poeliciary may require and to pay all lien searches made by find ollicers or searching agenoise as may be deemed devirable by the solution of the said proper public office or office, as well as this for any iso or demage by first and mount not less than BULL . INSURCE Lee Vallue to the latter: all companies acceptable to the boneliciary, with loss physics soon an uncert is the grantor shall be delivered to the orare any such insurance and to it the grantor shall be delivered to the orare any such insurance and to it the grant shall all for any policy of procure the same at Yeantor's spense. The around the beneficiary is performed or invalide and the search and the sea

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 conder unation, benchiciary shall have the right, if it so elects, to require that all or any perton of the monies payable as compensation for such taking, which are in excess of the amount, required to pay all reasonable costs, expenses and attorney's feen necessarily paid or incurred by grantor in such proceedings, thall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees. both in the trial and appellate courts, necessarily paid or incurred by ben-both in the trial and appellate courts, necessarily paid or incurred by ben-both in the trial and grantor agrees, at its wan expense, to take such actions recured hereby; and grantor agrees, at its wan expense, to take such actions ned execute such instruments as shall be increasary in obtaining each com-pensation, promptly upon beneficiary's request. 9. At any times and from time to time upon written request of bene-liciary, payment of its fees and presenter of the indebtedness, tructe more for indorsement (in case of full reconveyances. for cancellation), without affecting the liability of any person for the paymen' of the indebtedness, tructer (a) consent to the making of any map or plat of said property; (b) join in

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granting any essercient or creating any restriction therevn; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any theorement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any theorement allecting this deed or the lien or charge thereol; (d) reconveyance may be desributed as the "person or person legally emittled thereto" and the recitals there in our part tests of lacts shall be conclusive proof of the truthuliness thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any delault by grantor hereunder, beneticiary may at any time without notice, either in person, by agent or by a receiver to be any time without notice, either in the man the box agent of said prop-try or any part thereoi, in the man the adequacy of any security for the indebtedness hereby secured, onter upon and take postession of said prop-erty or any part thereoi, in the man meme sue or otherwise collect the rents, issues and prolifes, including those mannes sue or otherwise collect the rents, issues and prolifes, including those and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of time and other insurance policies or compensatism or awards for any taking or demage of the impoperty, and the application or release thereol as aloremaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in bin compensation in awards of any indebtedness secured hereby or in bin sectorement.

waive any default or notice of default hereunder or invalidate any act done pursuant to such motice. 12. Upon default by granter in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale, or may direct her houste to foreclose this trust deed by the entities at a work in equity, which writes to foreclose the beneficiary of the trustee shall execute and cause a be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation in the manner provided in ORS to say before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other parson so privileded by ORS 86.73, may cur-te default or defaults. It he default consist of a failure to pay, when due, same secured by the trust me of the cure other than such parties and the neutring the default consist of a failure to pay, when due, same secured by the trust me of the cure other than such prive and y paying the aution of then be due had no default may be cured by paying the default not then be due had no default so the advecting the default the sate, the grantor or any other performs on builted by courds and paying the default on then be due had no default so the sate pay to the beneficiary all costs and expenses actually incourse in endoring the obligation or the trust deed. In the default may be cured by paying the default not then be due had no default once shall pay to the beneficiary all costs and

together with trustee and attorney's less 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 trustee may sail said property either in one parcel or in separate parcels and shall sail the parcel or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver, to the purchaser its deed in form as required by law. The property so sold, but without any covenant or warranty, espress or bid. The recitais in the deed of any metters of lact shall be conclusive proof of the truthhulness thereoit. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sails pursuant to the powers provided herein, trustee shall adhips the cooked is to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by truster, having recorded liens subsequent to the interest of the trustee in the sale for sale, mi-deed as their interester may appear in the order of the interest in the interest and be property to the grantor or to his successor is interest entitled to such surplus. 16. Beneficiary, may from time to ture appoint a successor or surce.

surplus, it 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 success-to any trustee named herein or to any successor trustee appointed here-sors to any trustee named herein or to any successor trustee appointed here-inder. Upon such appoint vested with all tile, powers and duties conterred trustee, the latter shall be made or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, and substitution shall be mortgage records of the county or counties in which, when recorded in the mortgage records of the county or counties in which, the property is situated, shall be conclusive provided by law. Trustee is not obligated to motify any partiesto of peneling sale under any other deed of obligated to motify any proceeding in which grantar, beneliciary or trustee intering a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustice hereunder must be either an attorney, who is an active member of the Oregon State Bor, a bank, trust company or savings and loan association authorized it. do business under the taws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

16499 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a velid, unencumbered title thereto except Trust Deed recorded November 17, 1989, in Volume M89, page 22337, Microfilm Record of Klamath County, Oregon in favor of Empire of America Realty Credit Corp., a Michigan Corporation, as Beneficiary and that he will warrant and forever ilefend the same effainst all persons whomsoever. (a) promany or granies a personal i may on nonscripte pix poses your important from below, (b) for an organization, or (even if granter is a natural person) are for business or commercial purposes. This deed applies to, inures to the besetit 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 Leneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, stid grantor has hereunto set his hand the day and year first above written. Zan * 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 Farm No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. CLENN G. JUSTUS Alenna INDIA L. JUSTOS CATHY COGAR Klamath STATE OF OREGON, County of September / This instrument was acknowledged before me on Sep GLENN (... JUSTUS, JOANNA L. JUSTUS and CATHY COGAR KR15 07 777 777 · by This instrument was acknowledged before me on by 1 2 PUDL bf ×., 0 Notary Public for Oregon C 0. . 21 My condmission expires ********* REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Tristee 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) at d to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. If all reconveyance and documents to DATED: Eereliciary will be mode. e for cancellation before reconveyo Do not loss or destroy this Trust Doed OR TI E NOTE which it as ě. STATE OF OREGON, TRUST DEED County of (FORM No. 881) STEVENS-NESS LAW PUS: CO., PORTLAND, OM I certify that the within instrument 前於明末中在1254年。 was received for record on the day GLENN G. JUSTUS, JOANNA L. JUSTUS and CATHY COGAR, 19...... 1. A. A. A. A. 2040 LAKESHORE in book/reel/volume No. on KLAMATH FALLS, OR 97601 SPACE RESERVED Gr inter FOR ment/microfilm/reception No...... ROBERT F. PARKER and GOLDI E. PARKER RECORDER'S USE Record of Mortgages & said County. 3950 HOMEDALE 97603 Witness my hand and seal of 111211-000 KLAMATH FALLS, OR County affired. Benel ciary MOUNTAIN TITLE COMPANY $\{ \hat{\chi}^{(i)}_{i} \}_{i=1}^{N}$ \$3 TITLS HAME OF KLAMATH COUNTY Deput 327.5By ... 17. TEP 3 3.

MTC NO: 26239-KR

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EXHIBIT "A" LEGAL DESCRIPTION

The following described property situate in the County of Klamath, State of Oregon:

Beginning at the Southwesterly corner of Tract 15 of Ouse Kila Homesites No. 2, the plat whereof is on file and of record in Klamath County, Oregon, and running thence South 2 degrees 10' East 224.3 feet, more or less, to a point in the Northeasterly boundary line of the right of way of the Rock Creek Road, from which the most Easterly corner of Tract 17 of Ouse Kila Home Sites No. 1, the plat whereof is on file and of record in Klamath County, Oregon, bears South 89 degrees 06' West 152.9 feet distant; and running thence Northwesterly along the said boundary line 242 feet, more or less, to a point from which the said most Easterly corner of Tract 17 of Ouse Kila Home Sites No. 1, bears South 42 degrees 53' East 107.7 feet distant, and running thence North 1 degree 55' West 232 feet, more or less, to a point in the water line of Klamath Lake; thence Easterly along said water line 238 feet, more or less, to a point from which the point of beginning bears South 2 degrees 10' East and running thence South 2 degrees 10' East 184 feet, more or less, to the point of beginning. and being a portion of the NE1/4 NE1/4 of Section 26. Township 38 South Range 8 East of the Willamette Meridian, Klamath County, Oregon EXCEPTING the portion of said premises heretofore conveyed by Deed to Mark H. Lillard and Emma J. Lillard, husband and wife, recorded May 9, 1944, in Volume 164 page 532, Klamath County Deed Records.

Also a parcel of land situate in the NE1/4 NE1/4 of Section 26, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at the Northeasterly corner of that certain parcel of land deeded to Donald P. Noel and Bonnie Noel by Deed Volume 354 page 410, said point being on the Boutherly shore line of Upper Klamath Lake and bears North 42 degrees 53' West 107.7 feet and North 1 degree 55' West 232.2 feet and North 42 degrees 30' East 65.0 feet from the most Northeasterly corner of Lot 17, Ouse Kila Homesites No. 1; thence South 1 degree 37' 10" West a distance of 269.6 feet, more or less, to a point on the Northerly line of Lakeshore Drive; thence Northwesterly, along said Northerly line, a distance of 2.0 feet, more or less, to the Southeasterly Corner of parcel described in Deed Volume 164 page 532; thence North 2 degrees 20' East, along the Easterly line of said parcel, a distance of 270.0 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:

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Filed	for n	ecord a	t reques	t of _		Mountain	Title	Co.		the	13th	day
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