AGAZUMN TRUST DEED

Vol<u>m91</u> Page 19235 @

THIS	TRUST DE	ED, ma	de this	1	7	day of	Se	tember	 , 19	1. , between
学生的人 的	MICHIELS				动作 化压制	di ku di sat			 	.,,
as Grantor,	MOUNTAIN S. McRORI	TITLE	COMPAN	OF I	TAMA.D	I COUNTY			, #S	Trustee, and
AVDAMA, IX.									 	
as Beneficiar	'У,				WITNÉ	SSETH:				

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

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

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 SECURIUG PERFORMANCS of each agreement of grantor herein contained and payment of the SUM OF THIRTY TWO THOUSANT AND NO / 100 LINS

note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, if

sold. conveyed, assigned or alienated by this gentor without lirst then, at the beneficiary's option. all obligatic as secured by this into therein, shall come immediately due and pay ablo.

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

1. To protect, preserve and miniain said property in good condition and repair; not to remove or denouish any building or improvement thereon; not to commit or permit any waste promptly and bit good and workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

J. To comply with all laws, ordinances, regulation, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to ply for liling same in the proper public office or offices, as well as the cost M all line search by liling officers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain in surance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the pendiciary may front time to time require, in an amount not less than IUII. INSUITABLE. VALUE..., written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary with loss payable to the latter; all policies of insurance now or hereafter placency and insurance and to deliver said policies to the beneficiary and latter, and policies to the penticiary and latter, and policies to the penticiary and latter days prior to buildings, the beneficiary may procure the manurance policy rusy be applied by beneficiary upon an individual procure to the procure of the penticiary of the pent

It is mutually agreed that:

8. In the event that any portion or all of sud 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 to pay all reasonable costs, expenses and attorns is less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorns is less not proceedings, and the balance applied upon the indebtedress secured hereby; and grantor agrees, at its own expense, to take such actives 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 breaticiary, prayment of its lees and presentation of this deed and the note freedersement (in case of full reconveyances, for can solution, without affecting the liability of any person for the payment of the inerbisedness, trustee may (a) consent to the making of any map or plat of said property; (b) join is

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) recovery, without warranty, all or any part of the property. The granty encourage are may be described as the "person or persons and the property and the recitals therein of any matters or lacts shall be conclusive proof of the truthiluness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rent; issues and profits, including those past due and impaid, and apply the same, less costs and expenses of operation and collection, including teasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforessid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any datault or notice of default hereunder or invalidate any act done waive any 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 agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable in such and event the beneficiary at his election may preced to foreclose this trust deed in equity as a mortgage or direct the sum of the control of the sum of the end o

expenses actually incurred in enforcing the obligation of the trust deed to together with trustees and attorney's fees not exceeding the amounts provided to together with trustees and attorney's fees 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 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 the most of sale. Trustee shall deliver to the purchaser its deed in form as required by law corresping the property so sold, but without any coverant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale. The warranty is the proceeds of sale to payment of the pool provided herein, trustee shall apply the proceeds of sale to payment of the provided herein, trustee shall apply the recorded in the surgestion of the necessed by the trust deed, if it call persons attorney, (2) to the obligation of the necessed of the trustee in the trust deed as their invests may appear in the order of their priority and (4) the surplus. If any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to time appoint a successor or successors to not trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without convevance to the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record as provided by law. Trustee in the acknowledged in made a public record as a provided by law. Trustee in the acknowledged in made a public record as a provided by

NOTE: The Trust Deed Act provides that the trustee l'ereunder must be either an attarney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do bu iness under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, offiliates, agains or branches, the United States or any organcy thereof, or an escrow agent licensed under ORS 696.503 to 696.505.

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 reainst 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 binetit 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 constraing 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, 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 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. 142 1.13 CA STATE OF OREGON, County of This instrument was acknowledged before me on CHARLES A. MICHIELSEN and BARBARA L. MICHIELSEN This instrument was acknowledged before me on Liver I Kamber as. OFFICIAL NOTARY SEAL LINDA L. KAMBEITZ Notary Public for Oregon Notary Public - California SANTA CLARA COUNTY My Comm. Expires MAR 20,1995 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 DATED: Beneficiary Do not lose or destroy this Trust Deed OR THE NOYE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TATE OF OREGON, TRUST DEED (FORM No. 881) STEVENS: NESS LAW PUB. CO. FORTLAND, ORE CHARLES A. MICHIELSEN and BAREARA L. MICHIELSEN 107 S. MARY AVE. #90 SUNNYVALE, CA 94086 SPACE RESERVED Grantor FOR

ROSINA M. S. MCRORIE
20382 S.W. NEWFORT
SANTA ANA, CA 92707

Beneficiary

RECORDER S USE

HOUNTAIN TETLE COMPANY TO OF KLAMATH COUNTY

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EXHIBIT A LEGAL DESCRIPTION

A parcel of land situated in the Northeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at the East 1/4 corner of Section 1 on the Range line between Ranges 6 and 7 East of the Willamette Meridian; thence North 00 degrees 03' 59" West -- 1735.17 feet to a 5/8" iron rod on the said Range line; thence South 89 degrees 56' 01" West -- 198.00 feet at right angles to the said Range line to a 5/8" iron rod, being the Southeasterly corner of said parcel, the true point of beginning; thence South 89 degrees 36' 01" West -- 202.00 feet at right angles to the said Range line to a 5/8" iron rod; thence North 00 degrees 03' 59" West and parallel to the said Range line to a point at the intersection with the Southerly right of way line of Highway 66; thence Easterly along the Southerly right of way line of said Highway to a point at the intersection of said line with a line running parallel to, and 198.00 feet from said Range line when measured at right angles to said Range line; thence South 00 degrees 03' 59" East -- 660.00 feet and parallel to the said Range line to the point of true beginning.

EXCEPTING THEREFROM the following described real property situated in Klamath County, Oregon:

A parcel of land situated in the NE 1/4 NE 1/4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at the E 1/4 corner of Section 1 on the Range line between Ranges 6 and 7 East of the Willamette Meridian; thence North 00 degrees 03' 59" West 17:55.17 feet to a 5/8 inch iron rod on the said Range line; thence South 89 degrees 56' 01" West 198.00 feet at right angles to the said Range line to a 5/8 inch iron rod; thence North 00 degrees 03' 59" West 43:.64 feet and parallel to said Range line to a 5/8 inch iron rod, being the Southeasterly corner of said parcel, the true point of beginning; thence South 89 degrees 56' 01" West 202.00 feet at right angles to the said Range line to a 5/8 inch iron rod; thence North 00 degrees 03' 59" West and parallel to the said Range line to a point at the intersection with the Southerly right of way line of Highway 66; thence Easterly along the Southerly right of way line of said Highway to a 5/8 inch iron rod at the intersection of said line with a line running parallel to, and 198.00 feet from said Range line when measured at right angles to said Range line; thence South 00 degrees 03' 59" East 224.36 feet and parallel to the said Range line to the point of beginning.

Subject to a non-exclusive easement for ingress and egress over and across the following property:

Beginning at the true point of beginning of the above described parcel; thence South 85 degrees 56' 01" West -- 16.00 feet at right angles to the said Range line to a point; thence North 00 degrees 03' 59" West and parallel to the said Range line to a point at the intersection with the Southerly right of way line of said Highway 66; thence Easterly along the Southerly right of way line of said Highway to a point 16 feet distance when measured at right angles to the West line of the herein described parcel; thence South 00 degrees 03' 59" East -- 660.00 feet and parallel to the said Range line to the point of true beginning.

The basis of bearings is Recorded Survey No. 1167 on file in the office of the County Sirveyor of Klanath County, Oregon.

TOGETHER WITH: 1978 mobile home license #X148168 which is firmly affixed to the above described real property.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

			- Title Company		the 2	4th day
Filed for	record at request	of	Title Company		An encorded in Val	M91
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