FORM No. 881-Dregon Trust Deed Series-TRUST DEED. Mic 25971 STEVENE-NEBS LAW PUBLISH Vol.mg/ Page 21500 COFTRIG TRUST DEED THIS TRUST DEED, made this 9th ______ day of ______ OCTOBER ______ 1991 ____, between 36068 STEVE ROCHE AND NADENE M. ROCHE, husband and wife , as Trustee, and as Grantor, KEY TITLE COMPANY TERRANCE J. TROUTT Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in ______ KLAMATH ______ County, Oregon, described as: Lot 10 in Block 8 of SUN FOREST ESTATES, TRACT 1060, according to the official plat thereof on file in the office of the County Clerk of 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Two Thousand Four Hundred and no/100----sum of two incusoing solutions and 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

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In the end of payable. In the event the window without first having sold, conveyed, assigned or alienated by the grantor without first having sold, conveyed, assigned or alienated by the grantor without first having sold, conveyed, assigned or alienated by the grantor without first having sold, conveyed, assigned or alienated by the grantor agrees: To protect the security of this trust deed, grantor agrees: To protect preserve and maintain said property in good condition in the provide of the security of and in good and workmanike and to concern the or secure provide may be constructed, damaged or mark to construct the damaged or mark to the said premises against loss or time require in an anout no construct as the damaged or mark to the band to construct the said and the predicing or and the construct the damaged or mark to the damaged or mark the construct the same at grantors, construct the beneficiary or mark the band the damaged or any policy or mark source any such order as beneficiary or the band to the

It is mutually agreed that: It is mutually agreed that: and it is mutually agreed that: It is mutually agreed that: It is observe that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneticiary shall have the inder the right of eminent domain or condemnation of the monies payable right, if is observe that any portion of the monies payable as compensation for such taking, which are in access of the amount required as compensation for such taking, which are in access of the amount required as compensation and the proceedings, shall be paid to beneticiary is feet, applied by dirit upon any reasonable costs and expenses and attorney's feet, by it list upon any reasonable costs and expenses and attorney's feet, applied by dirit and appellate courts, necessarily paid or incurred by bene-both in the trial appellate courts, necessarily paid or to take such actions secured hereby; upon beneticiary's request, pensation, promptly upon beneticiary's request, pensation, promptly upon the and presentation of anellation), without allecting and execute such its tees and presentation of this deed and the note for 10 licary, payment of its lees and presentation of an 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, the

rument, irrespective of the maturity dates expressed therein, or granting any easement or creating any restriction thereon; (c) join in any bubordination or other adreement allecting this deed or the lien or charge interesting the described as the "present or persons grantee in any reconvey, without warranty, all or any part of the property. The thereoi! (d) reconvey, ware may be described as the "present or persons grantee in any reconvery in the truthuliness therein of any's lees to rany of the be conclusive proof of the truthuliness thereoil. Truth's lees for any of the services mentioned in this parsgraph shall be not less than \$5. "It is used to this parsgraph shall be not less than \$5. "It is the present by gent or here and any security for pointed by a court, either in person, by agent or hys a receiver to be ap-time without notice, sid without regard to the adequacy of any security for pointed by a court, in its own name sue or otherwise collect the rents, ery or any part including those past due and unitid, and apply the same, lists costs and expresses of operation and taking possession of said property, the collection of lies or compensation or awards to as increading in the instrument points, insues and prolits, or the proceeds of the end of the property delault or notice of delault hereunder or invalidate any act done waive any duch testing on the payment of any indebtedness secured in any delault on rotice of delault hereunder or invalidate any act done waive any duch the application or awards to as increading the application res-tered or in his performance of any agreement and any payment of any indebtedness accured hereby immediately distantor in payment of any indebtedness curved in equity as a morigage or direct the trust or purporty to satisfy the oblication advertisement at law or in equity, which the breneficiary may all on the avent in the break and ale, or may direct the trust or purporty to satisfy the oblication and his hereby whereupon the invite and proceed to break of the and in the

the expenses actually inclusive in concerning the contrast of the trust sprovided together with trustee's 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 the parcel or parcels at in one parcel or in separate parcels and shall sell said property either shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or shall be conclusive proof pleid. The recitais in the deed of any matters of tact shall be conclusive proof of the truthulines thereot. Any person, excluding the trustee, but including the property so sold, but without any covenant or shall be conclusive proof pleid. The recitais in the deed of any matters of the trustee, but including the property so sold. But without any purchase at the wate, the property so sold but without any purchase at the attrustee, but including the truthulines thereoit. Any person, excluding the trustee proof pleid, the componation of the trustee and a trust deed. (3) to all prustee attorney. (2) to then subsequent to the interest of the trustee the conversation of the trustee and the order of the trustee in the trust wated as their interests may appear in the order of their provide at third to sub-surplus. 16. Beneliciary may from time to time appoint a successor of success

surplus, it any, to the granter or to his successor in interest entitled to such surplus, if. Beneficiary may from time to time appoint a successor or successor sors to any truster named herein or to any successor truster appointed herein trusters, by truster named herein or any successor truster and duite point and the successor trusters and trusters herein named or appointed hereinder. Each such above beneficiary trusters herein named or appointed hereinder. Each such above beneficiary trusters herein named or appointed hereinder. Each such above high, when recorded in the mortgage conclusive proof of proper appointment which, when recorded in the mortgage conclusive proof of proper appointment which successor trustee. This trust when this deed, duly executed and of the successor trustee. This trust when this deed, duly executed and obligated to motify any party hereto of pending sale under any other deed obligated to motify any party hereto of pending sale under any other deed such 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 loan association authorized to do business under the laws of Oregon or the United States, a tale insurance company authorized to insure tritle to real property of this state, its subsidiaries, affiliates, agents or branches, the United States are any agency thereof, or an escrew agent licensed under ORS 696,585.

21501 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 fitle thereto except for 91-92 taxes, a lien not yet due and payable; easements of records; covenants, conditions and restrictions of record; articles of association recorded 9/19/72 in Vol. M72, page and that he will warrant and forever defend the same against all persons whomsoever. 10581; The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: tax no. 2310 03600 04700 (a)* primarily for grantor's personal, tamily or household purposes (see Important Notice below) (a)* primarily for grantor's personal, tamily or household purposes (see Important Notice below) (a)* of an or grantor's personal tamily or household purposes (see Important Notice below) (b) sol and or grantor's personal tamily or household persons are lot purposes or kommercial purposes (b) (b) sol and or grant or k event is grantor is rantation persons are lot purposes or kommercial purposes (b) 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 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. ere Roche * 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. Steve 100 made Me Nadene M. Roche minimum CLC Con STATE OF OREGON, County of _________) ss. 1991 OLSE This instrument was acknowledged before me on Sept. bySteve Roche and Nadene M. Roche This instrument was acknowledged before me on Atouc. Roche and Judine M. TRAT Rock 0 by ...= PUEL as ... to Vilser of. Notary Public for Oregon My commission expires 2.117.19.2 3 05 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been p The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Trustee the undersigned is the legal owner and noticer of an indepredness 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 TO: trust deed nave been tuity paid and satisfied. For mercuy are directed, on payment to you or 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 sain trust deed or pursuant to statute, to cancel all evidences of indepredness secured by said trust deed (which are delivered to you herewith fogether 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 The state of the second st DATED: Reneficiary Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m STATE OF OREGON, 55. County of ____Klamath_ TRUST DEED I certily that the within instrument いそう かんごう (FORM No. 881) STEVENS-NESS-LAW PUB. CO., PORTLAND, ORE was received for record on the 14th day , 19.91., Oct. at ... 3:00 o'clock P. M., and recorded Steve Roche, and Nadine M. Roche, 计算行 化化合成化合成计 3605 Duke St. page 21500 or as fee/file/instru-Springfield, Or. 97478 SPACE RESERVED ment/microfilm/reception No. 36068. Grantor FOR Record of Mortgages of said County. RECORDER'S USE Troutt Witness my hand and seal of Terrance J. P. O. Box 792 Sand-Roseburg, Or. 97470 County affixed. ranu produt Beneficiary Evelyn Biehn, County Clerk R RECORDING RETURN TO He Valley Shopping Ctr Valig, DR 97470 Fe ***** 8 By Dauline Mulerdan Deputy 0150 Fee \$13.00 2