STEVENS-NESS LAW PUBLISH Vol.mg1 Page 21587 3 COPYRIGHT 1980 K-43564 FORM No. 881—Oregon Trust Deed Series—TRUST DEED. TRUST DEED NF 19.91., between 36127 JERRY D. GREENAWALD AND PATRICIA GREENAWALD, husband and wife as Trustee, and as Grantor, KLAMATH COUNTY TITLE COMPANY JUANITA BUCKLEY MILLER 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 5 in Block 211 of Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on

file in the office of the County Clerk of Klamath County, Oregon.

110 comes due and payable. In the event the winner during without first havissold, conveyed, assigned or alienated by the grantor without first havissold, conveyed, assigned or alienated by the grantor by this instrume there in, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees: a to protect preserve and maintain said property in good contine agrees.
To protect the security of this trust deed, grantor agrees: and repair, not operating and maintain said property in good contine agrees.
To complete or restore provide may be constructed, damaged or be for complete or restore provide therefore.
To complete or restore prevaint of the security of the formation of the security of all then secure the security of the security of all then secure the security of th

pellate court shall adjudge reasonable as the beneticiary s or trustee a artor-pellate court shall adjudge reasonable as the beneticiary s or trustee a artor-ity of the subscription of the state of the subscription of the state and the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the sight, if it is of etc. to require that all or any portion of the monies payable as comparison for such taking, which are in excess of the amount required to pay the subscription of the such taking, which are in excess of the amount required to pay the subscription of the such taking which are an excessed to be all reasonable costs, expenses and attorney's tees mecessarily paid to pay it first upon any reasonable costs, adjusted and expenses and attorney's and incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings and expenses and attorney is ben-applied upon any reasonable costs and expenses, to take such account and execute such instruments and the at its own expense, to take such account and execute such instruments and the is to any the necessarily paid or incurred by ben-ensation, promptly upon beneficiary's request, personal of the and presentation of this deed and the mote for ficiary, payment of its lees and presentation of this deed and the tore for indersynent (in case of luil reconvergances, for cancellation), without affections the liability of any person los the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge frances (d) reconvey, without warranty, all or any part of the property. The frances of any reconveyance may be described as the "person or persons grantee mitiled thereto," and the recitals thereoi. Trustee's lees for any of the feedometanise proof of the truthultness thereoi. Trustee's lees for any of the be conclusive proof of the truthultness thereoi. Trustee's lees for any of the pointed by a court, and without refard to the acequacy of any security of time without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without refard to the adequacy of any security reporting the addition of the truthult and the possession of a add prop-ring on any part thereoi, in its own nome sue or otherwise collect the ranc-lection and reforms and taking possession of said prop-ring is lees upon any indebtedness secured horeby, and in such order as bene-liciary may determine. 11. The entering upon and raking possession of said property, the collection of such refars issues and profits, or the proceeds of line and of the property, and the application or release thereol as adoresaid, shall not core way explicits or compensation or release theread as adoresaid, shall not core way default or notice of delault hereunder or invalidate any act done way default or notice of any termine of any indebtedness secured herebre in the interviewence of any least of any indebtedness secured herebre in the interviewence of any indebtedness secured

superity, and the application or release thereof as aloreasid, shall not cure or waise 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 adreement hereunder, time being of the besidence with respect to such payment and only redefaurance, the beneficiary may declar the beneficiary at his election may proceed to loreclose this trust deed in equity mean and sale, or may direct the truste to loreclose this trust deed devent the beneficiary at his election the trustee to loreclose the trust deed in equity mean and sale, or may direct the truster to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to loreclose to be recorded his written motice of default the threshell excute and cause tibed real property to satisf the obligation and his election to sell the said described real property to satisf the obligation the threshell excute and cause tibed real property to satisf the obligation the larender heredown and proceed to loreclose this trust deed notice theredo as then required by far3t to 38.795. In the J. Alter the trustee has commended foreclosure by advertiment and sale, and at any time prior to dans before the date the trustee conducts the sale, the deaults of the default consists of a lailure to pay, when due, the delault or delaults. If the default accured. Any other default that is capable of ontit then be due had no default occurred. Any other default the advent the deault default entite mount due at the line occured. Any other default may be cured by the delault that is capable of y the sale and the erroring the obligation to trust deed. In any cure shall pay to the beneficiary all costs defaults the person ellecting the cure what pay to the beneficiary all costs oblighters on ellecting the cure shall pay to the beneficiary all costs defaults, the person ellecting the cure shall pay

logether with insites 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 shall deliver to the purchaser its deed in form as required by law concerning thall deliver to the purchaser its deed in form as required by law concerning thall deliver to the but without any covenant of warranty, express or im-the property so sold, but without any covenant of the shall be conclusive pro-plied. The recitals in the deed of any matters of fact shall be conclusive pro-lief. The recitals in the deed of any matters of fact shall be conclusive pro-tief and beneficiary, may purchase at the sale. 15. When trustee sails pursuant to the power provided herein, trustee stationer, (2) to the obligation secured by the trust end of the truste autoing recorded liens subsequent to the interest of the interuste in the trust wing recorded liens subsequent to the interest of the intervise of the subsequent subsections of the interest of the intervise of the suplus, it any, to the granter or to his subcrease in interest of the intervise may appear in the order of their priority and (4).

surplus, it any, to the grantor or to his successor in interest entitled to such surplus, if, Brneticiary may from time to time appoint a successor or successor inder, to upon such appointment, and without conveyance to the successor runder. The latter shall be vested with all title, powers and duties conterned truster the latter shall be vested with all title, powers and duties content and substitution shall be made by write northand hereunder. Each such appointment which when recorded in the mortfage records of the county or counties in which successor trustee. of the successor trustee, this trust when this deed, duly executed and of the successor trustee. This trust when this deed, duly carculated and being any action or proceeding in which frantor, beneficiary or trustee shall be a party unles such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereundar must be either an attorney, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business 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, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

21588 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 against 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 it 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 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. JERRY D. GREENAWALD \* 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. Satura en danaciados PATRICIA GREENAWALD STATE OF OREGON, County of <u>Klamath</u>)ss. This instrument was acknowledged before me on <u>October 14</u> Jerry D. Greenawald and Patricia Greenawald EVCKZ This instrument was acknowledged before me on ... NOTARY PUBLIC ૃત્ર્ફા E OF OR Deb. and Notary Public for Oregon 19:11 2-19-92 My commission expires ..... REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: ..... 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 Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m STATE OF OREGON, SS. County of ......Klamath TRUST DEED I certify that the within instrument (FORM No. 881) was received for record on the .16th day STEVENS-NESS LAW PUB. CO., PO at 8:38 o'clock A.M., and recorded in book/reel/volume No. M91 on page 21587 or as fee/file/instru-SPACE RESERVED ment/microfilm/reception No. 36127..., Grantor FOR Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. Beneficiary Evelyn Biehn, County Clerk AFTER RECORDING RETURN TO KCTC-COLLECTION DEPARTMENT NAME By Aulus Mulendone Deputy Tanzi neco 30553 Fee \$13.00