


Vol. m91 Page 21622 

**WITNESSETH:**

Lot 28 in Block 5 of LATAKOMIE SHORES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \*\*\*FIVE THOUSAND AND NO / 100ths\*\*\*\* Dollars with interest thereon according to the terms of a promissory

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and pay when due all costs incurred therefor.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire

if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary shall procure the same at grantor's expense. The amount of the premium shall be paid by the beneficiary.

any part thereof, may be released to grantor. Such application of release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make payment, the beneficiary may, at its option, make payment thereon.

trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the payment of the obligation here-

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in enforcing this obligation and trustee's and attorney's

7. To appear in and defend any action or proceeding, or to appear, in any such action or proceeding, in which the beneficiary or trustee may appear, including the foreclosure of this deed, to pay all costs and expenses.

amount of attorney's fees mentioned in this paragraph, and in the event of an appeal from any judgment fixed by the trial court and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such sum as the court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees.

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 to receive that all or any portion of the monies payable

to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by beneficiary in such proceedings.

and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

(a) consent to the making of any map or plat of said property; (b) joint

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 of competent jurisdiction, cause to be sold or otherwise disposed of any security for the payment of the debt or for the performance of the obligations 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.

11. The entering upon and taking possession of said property, the

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, the beneficiary may

declare all sums secured hereby immediately due and payable; and in the event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy available to him as mortgagee, he shall have no obligation to pay interest thereon until such time as the beneficiary may have. In the event

the beneficiary elects to foreclose by advertisement, the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof in accordance with the law, and proceed to foreclose this trust deed.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default. If the default consists of a failure to pay, when due, the amount of the debt secured by the mortgage, the person curing the default shall pay to the trustee the amount of the debt so due, together with any costs of foreclosure incurred by the trustee.

entire amount due at the time of the cure other than such portion as may be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the contract, and the contract shall not be deemed to be in default.

14. Otherwise, the sale shall be held on the date and at the time and place specified in the order of sale, together with trustee's and attorney's fees not exceeding the amounts provided by law.

in one parcel or in separate parcels and shall sell the parcel or parcels at public auction 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 conveying the same with all covenants and warranty, express or implied.

15. When trustee sells pursuant to the powers provided herein, trust

attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) to the grantor or his successor in interest entitled to sue.

16. Beneficiary may from time to time appoint successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred hereunder. Each such appointment shall be in writing and shall be filed with the original hereunder.

and substitution shall be made by a deed, which, when recorded 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.

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 loan 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, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 676.565.

*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 except none.*

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) ~~not for any other purpose, including but not limited to, business, investment or education 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 feminine 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.

TRUMAN E. BLANKENSHIP  
*Frances L. Blankenship*  
 FRANCES L. BLANKENSHIP

STATE OF OREGON, County of Lane ) ss.

This instrument was acknowledged before me on October 8, 1991,  
by TRUMAN E. BLANKENSHIP and FRANCES L. BLANKENSHIP

This instrument was acknowledged before me on October 8, 1991  
by Truman E. Blankenship and Frances L. Blankenship

as ..... husband & wife

of 2 Coburg Road #27 Eugene, Oregon 97401

**CENTENNIAL BANK**  
— Valley River Branch —  
**1141 VALLEY RIVER DRIVE**  
**EUGENE, OREGON 97401**

My commission expires BRENDA L. KING

NOTARY PUBLIC — OREGON

**MY COMMISSION EXPIRES**

**REQUEST FOR FULL RECONVEYANCE**

**To be used only when obligations have been paid.**

TO: \_\_\_\_\_, Trustee

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:** ..... 19.....

### Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

# TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TRUMAN E. BLANKENSHIP and FRANCES L. BLANKENSHIP  
2 COBURG ROAD #27  
EUGENE, OR 97401

**Grantor**

C. P. PEYTON and DORIS A. PEYTON  
1200 MILA MAR #112  
MEDFORD, OR 97504

**Beneficiary**

AFTER RECORDING RETURN TO  
 MOUNTAIN TITLE COMPANY  
 OF KLAMATH COUNTY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, }  
County of Klamath } ss.

I certify that the within instrument was received for record on the 16th day of Oct., 1991, at 10:53 o'clock A.M., and recorded in book/reel/volume No. M91 on page 21622 or as fee/file/instrument/microfilm/reception No. 36152, Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

| NAME         | TITLE        |
|--------------|--------------|
| Evelyn Biehn | County Clerk |

By Charles Mullender Deputy

Fee \$13.00