

ON **36837** If more than original contractor use S-N Form No. 1162.

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**KNOW ALL MEN BY THESE PRESENTS:** The undersigned, hereinafter called the claimant, did on August 27, 1991, enter a contract for the performance of labor, transporting or furnishing materials to be used in or renting equipment used in the construction of said improvement known as 13013 Kann Springs Road, Keno; said improvement is situated upon certain land in the County of Klamath, State of Oregon, (which is the site of said improvement), described as follows:

**Lot 3, Block 9, KENO WHISPERING PINES 1ST ADDITION**

The address of said land, if known, is (if unknown, so state) 13013 Kann Springs Road, Keno, OR. in said county and state.

The name of the owner or reputed owner of said land is Maria Isabel Lopez; the name of the owner or reputed owner of said improvement is Maria Isabel Lopez; the name of the person who employed claimant to furnish said labor, materials, and/or equipment, and to perform said contract is Maria Isabel Lopez; the person(s) just named, at all times herein mentioned, had knowledge of the construction of said improvement.

Claimant commenced performance of said contract on August 27, 1991, provided and furnished all labor, materials and equipment required by said contract and actually used in the construction of said improvement and fully completed said contract on September 3, 1991, after which claimant ceased to provide labor, materials or equipment for said improvement.

The following is a true statement of claimant's demand after deducting all just credits and offsets to-wit:

<del>Contract price</del>	\$	
<del>Subcontractor materials and supplies in the amount of</del>	\$	
<del>and the reasonable rental value of equipment which is</del>	\$	
<del>It is not to be paid, the amount of the contract price, materials and equipment is:</del>		
<del>LABOR</del> Lot preparation for mobile home placement,	\$	
<del>MATERIAL</del> Approximately 28.75 hours at \$40 per hour.	\$	
<del>EQUIPMENT</del> for blade grader, backhoe and operator.	\$	
	\$	
<del>REMOVING</del> Includes removing brush, removing rock,	\$	
<del>WORK</del> cutting in the driveway, cutting in 14" for	\$	
<del>TO</del> mobile home, level area for mobile and	\$	
<del>WORK</del> parking area, laying gravel and	\$	
<del>REMOVING</del> leveling	\$	
Balance due claimant + filing fee - court costs	\$	1,146.50

Claimant claims a lien for the amount last stated upon the said improvement and upon the site, to-wit: the land upon which said improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the said site, to be determined by the court at the time of the foreclosure of this lien.

for the time and place of recording to make this lien a valid claim, see quotation from ORS 87.035 on next page.

—OVER—

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11/2/91

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

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be, duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$500.00, other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or 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 upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legal devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note 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/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

*Michael J. Angell* (SEAL)  
Michael J. Angell

*Michelle A. Angell* (SEAL)  
Michelle A. Angell

STATE OF OREGON  
County of Klamath } ss

THIS IS TO CERTIFY that on this 28th day of October, 19 91, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Michael J. Angell and Michelle A. Angell

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



*Judith L. Caldwell*  
Notary Public for Oregon  
My commission expires: 8-31-95

(SEAL)

Loan No. 0103940287

## TRUST DEED

Michael J. Angell

Michelle A. Angell

Grantor

TO  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
KLAMATH FIRST FEDERAL S&LA  
2943 SOUTH SIXTH STREET  
KLAMATH FALLS, OREGON 97603

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

Fee \$13.00

STATE OF OREGON } ss.  
County of Klamath

I certify that the within instrument was received for record on the 1st... day of Nov., 19 91, at 10:36 o'clock A.M., and recorded in book M91 on page 22938 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By Debra G. Muelendore Deputy

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, \_\_\_\_\_, 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.

Klamath First Federal Savings & Loan Association, Beneficiary  
by \_\_\_\_\_

DATED: \_\_\_\_\_, 19 \_\_\_\_\_