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TRUST DEED

vol. mg/ Page 23178

THIS TRUST DEED, made this	October , 19.91 , between
DAVID LEE VAN HORN and SUSAN LYNN VAN HORN, INSPE	
as Grantor,MOUNTAIN. TITLE COMPANY OF KLAMATH COU	ITY as Trustee, and
as Beneficiary, WITNESSET.	H:
Grantor irrevocably grants, bargains, sells and conveys t	o trustee in trust, with power of sale, the property
inKI AHATH	

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

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 prolits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of

.....Dollars, with 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

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this instr therein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to temove or demolish any building or improvement thereon; not to commit or manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Unitorn Commercial Code as the beneficiary may require and to pay for liling exerches made by illing officers or searching agencies as may be deemed desirable by the beneficiary, provide and continuously maintain insurance on the buildings now of hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary may from time to time require, in and such other hazards as the beneficiary with loss payable to the interior or companies acceptable to the beneficiary with loss payable to the interior in the grant or shall all for any reason to procure any such insurance shall be delivered to the beneficiary with loss payable to the latter; all policies to insurance shall be delivered to the beneficiary may procure any such insurance aspiradeliver said policies to the beneficiary at least lifteen days procure any such insurance aspiradeliver said policies to the beneficiary and the such notice.

1. To keep said premises lee from construction lies and beneficiary in a such notice.

2. To keep said premises lee from construction lies and beneficiary in deal of the such such notice.

3. To keep said premises lee from construction lies and to pay all the such payable to the payable with the obligations of the more of the payable w

It is mutually agreed that:

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, 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 attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it liest upon any reasonable costs and expenses and attorney both in the trial and appellate courts, necessarily paid to incurred observations in the such actions and execute hereby; and frantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and appresentation of this deed and the note for endorsement (in cass of full reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

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) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereof," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulners 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 rithout regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any parts the indebtedness hereby secured, enter upon and take possession of said property or any parts, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

liciary may determine.

11. 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.

waive any default or notice of default hereunder or invalidate any act don 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/oreformance, the heneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage or directly forecast to foreclose this trust deed in equity as a mortgage or directly forecast to foreclose this trust deed by advertisement and sale, or may which the beneliciary may have. In the event the beneliciary decessor of the payable of the sale described real property to satisfy the obligation and his entered as then required by law and proceed to foreclose this frust deed in the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795, may cure the default or defaults. If the default consists of a failure to pay, spin deed the farmator or any other persons so privileged by ORS 86.755, may cure the default or defaults. If the default consists of a failure to pay, spin the entire amount due at the time of the cure other than such pay on the colligation or trust deed. In addition or trust deed, in any case, in addition or the default occurred. Any other default is capable of being cured may be cured by tendering the performance required under the tooligation or trust deed. In any case, in addition of the trust deed to gether with trustee's and altorney's lees not exceeding the amounts provided together with trustee's and altorney's lees not exceeding the amounts provided together with trustee's and altorney's lees not exceeding the amounts provided together with trustee's and altorney's lees not exceeding the amounts provided together w

together with trustee's and attorney's lees 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 percels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in torm as required by law. Trustee shall deliver to the purchaser its deed in torm as required by law crysing the property so sold, but without any covenant 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 frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charke by trustee's attorney, (2) to the obligation socured 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 prixrity and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such sors to any trustee named having the time appoint a successor or successors to any trustee named having the compensation of successors to any trustee named having the compensation of successors to any trustee named having the compensation of successors to any trustee named having the compensation of successors to any trustee named having the compensation and content of the content

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred trustees, the reason and the successor trustees herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortaxee records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. 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 grantor, beneficiary or 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 laan 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 696.505 to 692.585.

Lot 9, Block 4, TRACT NO. 1021, WILLIAMSON RIVER KNOLL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH an undivided 1/80th interest in and to the following described property:

The Easterly 60 feet of that portion of Government Lots 40, 41, 44 and 45 lying South of the Williamson River Knoll Subdivision and North of the Williamson River.

STATE OF OREGON: COUNTY OF KLAMATH: SS	STATE	ΩF	OREGON:	COUNTY	OF	KLAMATH:	SS.
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Filed for re		Mountain Title Co. at 3:59 o'clock PM., and duly re Deeds on Page 23176 Evelyn Biehn Co	ounty Clerk
FEE	\$33.00	By Quelent of	Nuls dele