

Vol. m91 Page 25309

THIS TRUST DEED, made this 4
Gertie Robinson & Helen Worden

as Beneficiary,

WITNESSETH:

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ County, Oregon, described as:

_____ River Acres, according

to Lot 13, Block 18, Second Addition to Klamath River Acres, 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 connection with said real estate.

THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of One Hundred Fifty and no/100 Dollars.

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATION OF THE GRANTEE TO PAY TO THE GRANTEE, THE GRANTEE HAS GRANTED TO THE GRANTEE, BY THIS INSTRUMENT, A MORTGAGE IN THE AMOUNT OF FIFTY AND NO/100 DOLLARS (\$50.00) TO THE GRANTEE, WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSORY NOTE DATED AND SIGNED BY THE GRANTEE, THE FINAL PAYMENT OF PRINCIPAL AND INTEREST WHEREOF, IF ANY, IS DUE TO THE GRANTEE ON THE DATE OF THE MATURITY OF SAID NOTE.

14,150.00
note of even date herewith, payable to beneficiary or order and made by grantor, ~~on~~ 28 2006
December 10
not sooner paid, to be due and payable secured by this instrument is the date, stated above, on which the final installment of said note
the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
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The date of maturity of the debt secured by this instrument shall be the date when the debt becomes due and payable. In the event the within described property, or any part thereof, is 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.

herein, shall become immediately due and payable:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

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

[illegible]

proper public or searching agencies as may be required.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and other hazards, the beneficiary may from time to time require, in and such other hazard as _____, written in an amount not less than \$ _____, payable to the latter; all companies acceptable to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall fail for any reason to procure any such insurance and the expiration of any policy of insurance at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the said buildings, the amount of any policy of insurance the same at grantor's expense. The beneficiary may provide any other insurance policy may be applied by beneficiary under any fire or secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release of or waive any default or notice of default hereunder or invalidate any or free from construction liens and to pay all

5. That the said premises free from construction liens and to pay all assessments and other charges that may be levied or assessed upon the taxes said property before any subsequent and promptly deliver receipts therefor against same past due of the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either to beneficiary, should the grantor fail to make payment with funds with which to make payment, or by providing beneficiary may, at his option, make payment thereof by direct payment, beneficiary may, at the rate set forth in the note, make such amount so paid, with interest described in paragraphs 1 and 2 of this agreement, together with the obligations described in paragraph 1 of this hereby, together with the obligations described in paragraph 1 of this trust deed, shall be added to and become a part of the principal of any of the trust deed, with the waiver of any rights arising in interest as aforesaid, the property and for such payments, and the grantor, shall be bound to the covenants and conditions described, as well as the obligations set forth herein and the payments shall be immediately due and payable with the principal, described, and all such payments thereof shall, at the option of the beneficiary, and the sums secured by this trust deed immediately due and payable and render all sums secured by this trust deed.

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 connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. In and defend any action or proceeding purporting to affect the title to or possession of the property of this trust; and in any suit brought by or for the trustee; and in any suit brought by or for the trustee.

7 in connection with the foregoing, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's attorney's fees; the beneficiary or trustee shall be bound to pay the costs and expenses, including evidence of the beneficiary's or trustee's attorney's fees, in all cases shall be paid by the beneficiary or trustee, and in the event of an appeal from any judgment or decree of the trial court, the beneficiary or trustee shall be bound to pay such sum as the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

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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 so elected, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the fees necessarily paid or to pay all reasonable costs, expenditures, shall be paid to attorney's fees, incurred by grantor in such proceedings, shall be paid to attorney's fees, incurred by grantor in such proceedings, and expenditures or incurred by beneficiary as attorney in the trial and appellate courts, necessarily applied upon the indebtedness both in such proceedings, and the balance applied upon the indebtedness incurred hereby; and grantor agrees to pay, at his own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of the beneficiary, the trustee shall execute and deliver to the beneficiary, payment of its fees and costs, and the note for endorsement (in case of full reconveyances, for cancellation) without affecting 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 hereinafter granted; (d) reconveyance may be described as the "person or persons thereto;" and the recitals therein shall constitute prima facie evidence of the truthfulness of the facts stated herein. Mentioned in this paragraph shall be not less than \$5.

10. Upon any default by person, by agent or by a receiver in the security for time without notice, either without regard to the adequate possession of said property or the readiness hereby secured, either upon the use or otherwise collect the same, or any part thereof, in its entirety or in part, and unpaid, and any reasonable attorney's fees and expenses of operation and collection, including and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire 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 this notice.

[illegible][illegible]

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 parcel or parcels at one parcel or separate parcels and shall sell at the time of sale. Trustee auction to the highest bidder for cash, payable in full at the time of sale. Conveyance shall deliver to the purchaser its deed in full and warranty, express or implied, of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, 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 (2) the obligation secured by the trust deed, (3) to the obligation secured by interest of the trustee in the trust attorney, (4) to the obligation secured by interest of the trustee in the trust deed as their interests may appear in the order of their priority and (5) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

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 (2) the obligation secured by the trust deed, (3) to the obligation secured by interest of the trustee in the trust attorney, (4) to the obligation secured by interest of the trustee in the trust deed as their interests may appear in the order of their priority and (5) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantee.

16. 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 of the property under. Upon such appointment the trustee shall have all the powers and duties conferred upon the trustee herein named or appointed in writing hereunder. Each such appointment shall be in writing and shall be in the form of an instrument executed by beneficiary and the trustee named or appointed in writing hereunder. The county recorder's office shall be the place of record for the recording of the instrument in which the property is conveyed, and the recording of the instrument shall constitute conclusive proof of proper appointment of the successor trustee.

17. In the event of the death of the beneficiary, then this deed, duly executed and

17. Trustee accepts this trust when this deed, duly executed and acknowledged 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 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 676.585.

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 if grantor is a natural person) are for business or commercial purposes.

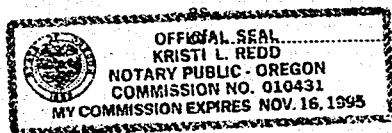
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the 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.

X Gertie Robinson
X Helen Worden

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on December 4, 1991,
by HELEN WORDEN and GERTIE ROBINSON
This instrument was acknowledged before me on _____, 19____,
by _____



Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/95

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.

Helen Worden & Gertie Robinson
P.O. Box 569
Keno, OR 97627

Grantor

Security Pacific Housing
P.O. Box 1310
Vancouver, WA 98666

Beneficiary

AFTER RECORDING RETURN TO

Security Pacific Housing
P.O. Box 1310
Vancouver, WA 98666

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 4th day of Dec., 1991, at 2:15 o'clock P.M., and recorded in book/reel/volume No. M91 on page 25309 or as fee/file/instrument/microfilm/reception No. 38191, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Mueland, Deputy

Fee \$13.00

WITHDRAWN

MTC

12-4-91

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