EOBM No. 883-Oregon Trust Deed Series-TRUST DEED. MTC 26767 DORTHIGHT 1990 STEVENERS LAW FUELISHING CO., SPOTLAND, CH ST254 Vol. m91 Page 27319 NE TRUST DEED 39324 as Grantor, MOUNTAIN. TITLE COMPANY OF KLAMATH COUNTY. DAVID MONSCHEIN and SALLY ANN MONSCHEIN, each as to an undivided & interest as Beneliciaty, Grantor irrevocably grants, burgains, sells and conveys to trustee in trust, with power of sale, the property WITNESSETH: The North 1 of the Southeast 1 and the South 1 of the Northeast 1 in Section 24, Township 35 Soth, Range 9 East of the Willamette Meridian, Klamath County, Oregon. SPECIAL TERMS: Grantors shall not cut any timber without the prior written consent of the Beneficiary until the Note secured by this Trust Deed is paid in

together with all and singular the tenements, hereditaments and apportenances and all other rights thereunto belonging or in anywise new or hereafter appendining, and the rents, issues and prolits thereof and all fixtures new or hereafter attuched to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the CTYPY THOUSE AND AND MO/100

sum of SIXTY THOUSAND AND NO/100 -----

note of even date herewith, payable to beneficiary or order and made by grantor, the linal payment of principal and interest hereof, if

note of even date nerewind, payable to beneficiary of order and hade by grantor, the final payment of principle and interest inte

herein, shall become inmodiately due and payable. To protect the security of this trust dead, dranter afrees: 1. To protect, preserve and maintain said property in good condition and repairs not to remove or denuclisis any building to improvement thereon. To complete a restore promptly and in dood and workmanike manner any building or improvement which may be constructed, damaged at distored thereon, and pay when due all costs inclured thereon. J. To comply with all laws, ordinance, regulations, to counse, con-tions and restrictions education promptly. If the back of the all former building we found and property. The conflict statistic statistic property. If the back of the all former building we have building to the provide and the statistic statistic statistic statistic statistic back of the statistic s

inin in executing with the definition is pursuant to the United Street Stree

It is mutually agreed that: A. In the event that any portion or all of and property shall be taken under the right of enument dontain or condemnation, beneticiary shall have the right, if it of -lette, to require that all or any pricon of the anomus required is connermation for such taking, which are in enters of the anomus required to pay all resonable costs, express and allow pool to beneticiary and incuried by general costs, express and allow pool to beneticiary and incuried by general in such proceedings, shall be represented at attorneys fees, both in the trial and appellate courts, incornable costs would hereby; and grantor afters, at its own express and attorneys fees, both in the trial and appellate courts, incornable do inserved by the induction such proceedings, and the balance appinet to take such actions and execute such instrumanta as shall be necessary in obtaining such con-presention, promptly upon brenkleday's request. All any time and iron time the the and iron the indeviced any presentiation of this induction all the notes for and execute the and inter the time won written request at bene-licitary, payment of its fees and presentiation of this induction all the induction the induity of any present for the payment of the induction all the lability of any present for the payment of the induction (b) for the making of any man or plat of and property; (b) for in

dranting any easement or creating any restriction thereon; (c) join in any subcidination or other agreement affecting this deed or the lien or charge thereoi: (d) reconvey, without warrantly, all or any part of the property. The farmer in any reconveyance may be described as the "provident or person facily milled thereoid," and the results thereon of any matters on there shall be conclusive proof of the truthfulness thereoid Truster's fees has any of the services autotioned in this pursefraph shall be now less than \$2. 10 Upon any default by grantor hereinder, brondichary may an any time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-thing without notice, either in soon name and tabe presention to rid prop the indebideness hereby secured, so on name use other security for the indebideness of operation and collection, including reasonable allow-ney for the super and without ender the out the advance of the rest issues and profils, including those past due and unpaid, and apply the same islary fact there of operation and collection, including reasonable allow-ney's fees upon any indebidences secured hereby, and in such order as herea itelery on any indebidences secured hereby, and in such order as herea itelery on any indebidences are used to restore or a shore any determine.

intra tees upon any indepiedness secured nerroy, and in such order as here fieldry may determines. If the entering upon and taking possibility of study property, the collection of such rents, issues and profile, or the progenits of the end other insurance policies ar compensation or a wards for any taking or domage of the insurance policies ar compensation or a wards for any taking or domage of the walve any default or notice of default hereinder or invalidate any act dome walve any default or notice.

Insurance posicies of compensation of awards for any taking or damage of the property, and the application or release threat are shrakely, while the core in waive any default on motice of default hereinder or invalidate any act done pursuant to such notice. 12. Upon default by grantor in payment of any indefeedness secured hereing or in his petitornance of any american the curice, (inc while any default by grantor in payment discutted, thus while any default by grantor in a provide any approximation of the beneficiary any may any direct the fruites to foreable this fruid decided any approximation of the beneficiary any any direct the fruites to foreable this trust deed by in equily as a winriging on may direct the fruites to foreable this trust deed by in equily as a winriging on may direct the fruites to foreable this trust deed by in equily as a winriging on may direct the fruites to foreable this trust deed by in equily as a winriging on may direct the fruites to foreable this trust deed by in the beneficiary may have. In the event the beneficiary may have. In the event fraction of the beneficiary may have. In the event is the beneficiary may have. In the event is the trust we trust and event the trust within motion to still the said derived to foreable this still the distribution of the trust within the object of the distribution of the trust within the beneficiary in the object. The second distribution of the trust within the distribution of the trust within the distribution of the state of the distribution of the trust within the distribution of the state of the state of the distribution of the distributis the distributis the distribution of the distr

Turphus, il any, in the grantis or in his successor in interest shiftled to such sutplus. J. Beneliclary may from time to time supplied to successed to success under. Upon such supplications, which all links over a supplied here upon any trustee instant herein a to stinger the successor of the enderse truster, the latter shall be verify right tilt, ower and duths conteness truster, the latter shall be verify right that the content of the enderse truster, the latter shall be verify right that the successor of the enderse truster, the latter shall be verify right that the south of the outer south truster, the latter shall be verify right the souther and duths conteness which, when leconded in the surface provide the truster in the truster is which the property is situated, shall be conclusive proof of more applicationed of the successor frontier, the this trust when this deed, dur executed and the successor frontier, the this trust when this deed, dur executed and obligated to make any party herein on persing sale under any nutch of the successor frontier, the south as provide right and the successor frontier, the such as provided by taw. Trustee is not obligated to make any party herein of persing sale under any nutch ender the successor truster of any sciken or proceeding in which granter, thenelilary in truster shall be a party unless such action or proceeding is humph by truster.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bor, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a still insurance company authorized to insure stills to real property of this state, its subsidiances, affiliares, agents or branches, the United States or any against theread, or an excaw agent licensed under Ots 696,585, to 698,585,

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27320 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-The grantor covenants and agrees to and with the genericality and mose claiming under num, that he is fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except and that he will warrant and forever defend the same against all persons whomsoever. None ÷ The grantor warrants that the proceeds of the loan represented by the above described note and this trust dood are: (a)* primarily for grantor's personal, family or household purposes (are temportant 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 lateta, their heirs, lefators, devises, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including plodgee, 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 gener 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. i ÷, LARRY E. PATTER ;; * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a treditor as such word is defined in the Truth-Indending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stavens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. latterson Ì . SHETLA G. PATTERSON 1 TRUST Deed STATE OF CALIFORNIA Bernardine , before me, the undersigned, a Notary Public in and for 30,1991 PAtterson on December ARRY E. said State, personally appeared PAtterson G ShEILA and Personally Known Jurat -personally known to me (or proved to me on the basis of OFFICIAL NOT SEAL LORDANCE SCREWSER Diatas - Caldenia satisfactory evidence) to be the person(s) whose name(s) LAY SEAL grare subscribed to the within instrument and Netary Public - California SAN BERNARDINO COUNTY acknowledged to me that halohe/they executed the same. My Comm Expires NOV 17 1935 and the second secon WITNESS my hand and official seal. Signature Apricane Scharer (This area for official notarial seal) PFS65641 10M 6-84 CP68094 trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are italiversed in you have been with a to statute, to she parties devidenced by the formation of the said trust deed) and to reconvey, without warranty. to the parties devidenced by the said trust deed and to reconvey, without warranty. said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (Willin an usure of the brewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the state now held by war under the same state convergence and dominants to estate now held by you under the same. Mail reconveyance and documents to DATED: Beneficiary Do not lass or destroy this Trust Dood OK THE NOTE which is secures. Both must be delivered to the tracian for securealistice before reconveyance will be made. STATE OF OREGON, 85. I certify that the within instrument TRUST DEED was received for record on the ... 31st day (FORM Ne. 881) STEVENS.NESS LAW PUB. CO., FORTLAND. ORE LARRY E. & SHEILA G. PATTERSON ment/microfilm/reception No. 39324 ., SPACE RESERVED Record of Mortgages of said County. Granfor FOR DAVID MONSCHEIN & SALLY ANN MONSCHEIN Witness my hand and seal of RECORDER'S USE County allixed.Evelyn...Biehn...County...Clerk Beneficiary AFTER RECORDING RETURN TO By Dauismic Mullinder Deputy MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY Fee \$13.00