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TRUST DEED K-43583 Volmas Page

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THIS TRUST	DEED, made t	his 3rd	day of	January
			G3.170.D3 17	OTITETOTITE

SAMUEL S. QUITIQUIT and SANDRA K. QUITIQUIT

as Grantor, KEY TITLE COMPANY, an Oregon corporation

NELLIE RAY

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

PER ATTACHED LEGAL DESCRIPTION

Tax account nos: 2409-30-AC-2100, 2200, 2300

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.

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

sum of TWENTY SEVEN THOUSAND AND NO/100----- (\$27,000.00)-----

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, it not sooner paid, to be due and payable JANUARY 8th xpx 2002

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 lirst having obtained the written consent or approval of 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. SAID APPROVAL SHALL NOT BE UNREASONABLY DENIED.

nerein, shall become immediately due and payable. Shill AFFROV

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

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 and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary my require and to pay or liling same in the proper public offices or searching agencies as may be deemed desirable by the beneficiary.

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 less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary in such proceedings, and the balance applied upon the indebtedness both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor 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 from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of lull 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

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granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (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 thereto," and the recitals thereto of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault 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 project or any part thereof, in its own name sue or otherwise collect he same, less costs and expenses of operation and collection, including those past due and ungard, in each particular may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, including those secured hereby, and in such order as beneficiary may determine.

12. Upon detault by grantor in payment of any indebtedness of the property, and the application or retered as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such motice.

12. Upon destault 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/or performance, the beneficiary at his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary at warring the property immediately due and payable. In such an event the beneficiary at warring the end of the property in the manner provided or may direct the trustee to pursue any other tright or remedy, eliquit or such as a mortise or may

together with trustee's and attorney's tees 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 parcels at 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 ress or implied. The recitals in the deed of any matters of shall be conclusive proof of the truthulness thereof. Any person, exclusing the trustee, but including the grantor and beneficiary, may purchase the sale.

15. When trustee sells purchase the powers provided herein, trustee shall apply the proceed on the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and a reasonable charge by trustee's attorney. Consideration of the trustee and the process of all persons attorney. Consideration of the trustee and the process of all persons attorney. Consideration of the trustee and the process of any trustee and payable at the process of a process of any trustee and a trust of the trustee and a trust of the tr

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary 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 herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, and substitution shall be made by written instrument executed by beneliciary, and substitution shall be made by written instrument executed by beneliciary of the successor trustee.

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, beneliciary 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 lows 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 696,505.

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).

(3)\* primarily for grantor's personal, family or household purposes (see Important Notice below). 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 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 secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary shall mean the holder and owner, including pledgee, of the contract 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. California STATE OF ORBOWN, County of ... This instrument was acknowledged before me on Notary Public for Oxerion My commission expires ...... REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been p ...., Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 said trust deed or pursuant to statute, to cancer an evidences of indepledness secured by said trust deed (which are derivered 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: Beneficiary red to the trustee for cancellation before reconveyance will be not lose or destroy this Trust Deed OR THE NOTE which it secures. STATE OF OREGON, TRUST DEED County of ..... I certify that the within instrument was received for record on the ......day STEVENS NESS LAW PUB. CO., PORTLAND, ORE ..... o'clock ......M., and recorded Samuel S. Quitiquit in book/reel/volume No. ..... on लकुर समेद्द एकदर भ

SPACE RESERVED

FOR

RECORDER'S USE

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TRUST 733

page .....or as fee/file/instru-

ment/microfilm/reception No.....,

Witness my hand and seal of

TITLE

Record of Mortgages of said County.

County affixed.

NAME

Sandra K. Quitiquit

AFTER RECORDING RETURN.TO

Key Title Company #27-17460K

Beneticiary

Nellie Ray

P.O. Box 6178

Bend, OR 97708

The following described real property situate in Klamath County, Oregon;

Beginning at the corner common to Section 19, 20, 29 and 30 Township 24 South, Range 9 East of the Willamette Meridian, and running thence South 87°41½' West 1722.76 feet to a point on the Westerly right of way line of the The Dalles-California Highway; thence South 15°34' West 450 feet along said Westerly right of way line; thence North 74°26' West 80 feet; thence South 15°34' West 1121.26 feet to the true point of beginning; thence South 74°26' East 80 feet; thence North 15°34' East 100 feet; thence North 74°26' West 80 feet; thence South 15°34' West 100 feet to the point of beginning.

A parcel of land lying in the SW\NE\ of Section 30 Township 24 South Range 9 East of the Willamette Meridian, and being a portion of the following described property: That tract of land which was conveyed in Book 109 page 193 Klamath County Deed Records, the said parcel being described as follows: Beginning on the South line of the foregoing described property at a point which is opposite and 50 feet Westerly from Engineer's Station 1593+32.8 on the center line of The Dalles- California Highway; thence parallel to said highway center line on a spiral curve left (the line chord of which bears North 15°45'30" East) a distance of 151.34 feet and North 15°34' East a distance of 48.66 feet to the North line of said property; thence North 74°26' West a distance of 80 feet to the Northwest corner; thence South 15°34' West 200 feet to the Southwest corner; thence South 74°26' East 79.5 feet to the point of beginning, being that tract of land which was conveyed by that certain deed to Byron G. Steevens recorded in Book 219 page 289 Klamath County Deed Records.

That portion of the SW\nE\frac{1}{2} Section 30 Township 24 South, Range 9 East of the Willamette more particularly described as follows: Beginning at a point which is opposite and 129.5 feet Westerly from Engineer's Station 1591+32.8 of The Dalles-California Highway; thence North 15°34' East 200 feet; thence Southwesterly along the Easterly line of Outlots 10 and 11 to a point North 74°26' West 20.5 feet from the point of beginning; thence South 74°26' East 20.5 feet to the point of beginning.

STATE OF CALIFORNIA SS.
COUNTY OF SAN JOAQUIN
On this 3 day of January, in the year 1992
before me <u>Bettie J. Friend</u> , a Notary
Public, State of California, duly commissioned and sworn, personally appeared Samuel S. Quitiquit and Sandra K.
Quitiquit
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person s whose names are subscribed to the within instrument,
and acknowledged to me that
official seal in the <u>State of California</u>
County of San Joaquin
on the date set forth above in this certificate.
Better & Trund
Notary Public State of California
My commission expires October 24, 1994

FOR NO	FARY SEAL OR STAMP
	OFFICIAL SEAL BETTIE J. FRIEND NOTARY PUBLIC - CALIFORNIA SAN JOAQUIN My Comm. Expires Oct. 21, 1994

STATE OF ORE	EGON: COU	NTY OF KI	LAMATH:	SS

Filed for record at request of	Klamath County Title Co. at 11:36 o'clock A.M., and d	the 8th	day
of	Mortgages on Page	429	

FEE \$18.00

Acknowledgement to Notary Public - Individuals

OP90-0