Oreson Trest Deed Series

TRUST DEED 40089

THIS TRUST DEED, made this 14 day of November , 1991 , between DEBORAH A. GOBER an unmarried woman

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
DONALD M. LEFLER AND PHYLLIS E. LEFLER , or the survivor thereof

as Beneficiary,

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

Lot 3 in Block 3 of TRACT NO. 1155, TWIN RIVER VIEW, 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 own or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said confidence of the connection of the c

with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \*\*FOURTEEN THOUSEND TWO HUNDRED AND NO / 100ths\*\*\*\*\*

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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable DET terms of note 19.

The date of maturity of the debt secured by this 'nstrument 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 tirst having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without tirst 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 therein, shall become immediately due and payable.

becomes due and payable. In the event the sold, conveyed, assigned or alienated by the grantor without tirst have sold, conveyed, assigned or alienated by the grantor without then, at the beneficiary's option, all obligations secured by this instrumthen, at the beneficiary's option, all obligations secured by this instrumthen, at the beneficiary's option and payable.

1. To protect, preserve and maintain said property in good condition and repair; no to remove or demolish any building or improvement thereon; and room or permit any waste of said property.

To complete or restore promptly and food and workmanike for manner any building or improvement promptly and be constructed, damaged or destroyed thereon, and pay when due whosts incurred therefor.

3. To comply with all lated groperty; if the beneficiary so requests, to ions and restrictions allectaing statements pursuant to the Uniform Common the cities of the subject of the said property; if the beneficiary so requests, to ion in executing such liciary may require and to pay for tiling sarches made proper public officers or searching agencies as may be deemed desirable by the by tiling officers or searching agencies as may be deemed desirable by the by tiling officers or searching agencies as may be deemed desirable by the by tiling officers or searching agencies as may be deemed desirable by the six beneficiary and to the heart of the said premises against loss or damage by tire and such other heards against less or damage by tire and such other heards against less or damage by tire and such other heards against less of damaged or the beneficiary as soon as inserted, in policies of insurance heart less than the beneficiary will loss payable to the later, policies of insurance heart less than the product of the beneficiary as soon as inserted, in the formal of the heart less than the product of the heart less than the product of the heart less than the product of the heart less than the insurance of the heart less than the product of the heart less than the

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken
8. In the event that any portion or all of said property shall have the
under the right of eminent domain or condemnation, beneficiary shall have the
under the right of eminent domain or condemnation, beneficiary shall have the
under the right of eminent domain or condemnation of the amount required
as compensation for such taking, which are in excess of the amount required
to pay all sasonable costs, expenses and attorney's fees necessarily paid or
to pay all sygnator in such proceedings, shall be incurred by grantor in such proceedings, shall be incurred by fersion in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by beneboth in the trial and appellate courts, necessarily paid or incurred by
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the liability of any person for the payment of the indebtences, trustee may

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 grante in any reconveyance may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the struthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in the person, by agent or by a receiver to be applied by a court, and without regard to the adequacy of any security of the indebtedness hereby security of the adequacy of any security of the indebtedness hereby security on any near thereby security of the indebtedness hereby security on the indebtedness hereby security of the proceeds of the same, issues and prolits, including those past due and unpaid, and apply se same, less costs and expense of operation and collection, including reasonable atomer's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage or the proceeds of tire and other or all the property of th

property, and the application or release thereof as atoresaid, shall not cure of walve any default or notice of default hereunder or invalidate any act done 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 hereby or in his performance of any agreement hereunder, time being of the sesence with expect to such payment and/or performance, the beneficiary may essence with expect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due do payable. In such an declare all sums secured hereby immediately due for ecolose this trust deed by in equity as a mortigage or direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to pursue any other right or remediate that all any or in equity, which the beneficiary may have. In the event remediates that all sums and the event into the trustee shall expect the trustee to pay the obligation and his election to sell the said described here all property to satisty the obligation secured hereby whereupon the trust whall fix the time and place of sale, give and his election to sell the said described here and proceed to foreclose this trust deed notice thereof as then required by the way and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or defaults. It is deed, the delault may be cured by paying the sums secured by the time of the cure other than such potion as would entire amount due and dedault occurred. Any other default cauried under the being cured may be deed. In any case, in addition to eximit a united desult or obligation or trust deed. In any case, in addition to the

and expenses actuany and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided by law. I. Otherwise, the sale shall be held on the date and at the time at place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to said property either be postponed or in separate parcels and shall sell the parcol or parcels are sauction to the highest bidder for cash, payable at the time of sale. Trustee suction to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property of sold, but without any coverant or warranty, express or interpretation of the trustee law thereof. Any person, excluding the trustee, but including of the trusthulness thereof. Any person, excluding the trustee, but including the flam of the proceeds of sale to payment of (1) the expense of sale, including the proceeds of sale to payment of (1) the expense of sale, including the compensation of the trustee and a reasonable charge by trustees alterney, 2) to the obligation secured by the trust deed, (3) to all person having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If Reneliciary may from time to time appoint a successor or successor.

surplus, if 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 successor to any trustee named herein or to any successor trustee appointed herein to the successor trustee. The successor trustee the latter shall be vested with all title, powers and duties content upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary which, when recorded in the mortgage 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 except and appointed 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 sovings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to the insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585 property of this state, its subsidiaries, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law tuly seized in fee simple of said described real property and has a valid, unencumbered title thereto except none.

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).

(K) THE MESSIGN OF THE PROPERTY OF THE 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. DEBORAH A. WITNESSEOD CALIFORNIA STATE OF OREGON, County of ..... This instrument was acknowledged before me on ...
DEBORAH A. GOBER This instrument was acknowledged before me on . **COUC**X TICOR TITLE INSURANCE CAT. NO. NN00634 TO 21950 CA (1-83) (Witness-Individual) STATE OF CALIFORNIA before me, the undersigned, a Notary Public in and for COUNTY OF personally known to me to be the person whose name is subscribed to the within Instrument, or proved to Rovember personally known to me to be the person whose name is subscribed to the within Instrument, or proved to be such by the oath of a credible witness who is personally known to me, as being the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: The this windess reside in and that said witness was present and says.

OFFICIAL SEAL

GLORIA DAWN HOWARD PERSONAL PRINCIPAL OFFICE IN A DESIRED IN said s of you he described in and whose name is subscribed to the within My Commission Emires June 15, 1995 and annexed Instrument as a party thereto, execute and D deliver the same, and that affiant subscribed his/her name to the within Instrument as a Witness WITNESS my hand and official seal. (This area for official notarial scal) Signed ) STATE OF OREGON, file in the office of Klamath. TRUST DEED I certify that the within instrument (FORM No. 881) was received for record on the ... 22ndiay Jan...., 19...92, The first the second DEBORAH A. GOBER of . at11:36 o'clock A.M., and recorded \_consil 1618 A. CORONADO AVE Carlo de Car in book/reel/volume No. ...... M92.... on SAN DIEGO, CA 92154 page \_\_1331 \_\_\_\_ or as fee/file/instru-SPACE RESERVED DONALD M. LEFLER and PHYLLIS E. LEFLER ment/microfilm/reception No. 40089. FOR RECORDER'S USE Record of Mortgages of said County. P. O. BOX 6477 HCR 82 MIDDLETOWN CR 95461 Witness my hand and seal of et de Mandall Com. County affixed. NOASSIEvelyn Biehn, County Clerk MOUNTAIN TITLE COMPANY TO OF KLAMATH COUNTY By Queline Mullen Imal Cult Fee \$13.00 g0003