

1932

DOYLE RIGGS

as Grantor, Aspen Title & Escrow, Inc.
Brian L Curtis and Delores E. Curtis, Husband & wife with right of
survivorship

WITNESSETH:

as Beneficiary,

WITNESSETH:

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

Lot 12, Block 1, Juniper Acres, in the County of Klamath, State of 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.

sum of Fourty Six Hundred & no/100 (\$4,600.00) Dollars, with interest thereon according to the terms of a promissory note, enter 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
January 21, 1994
not sooner paid, to be due and payable on the date, stated above, on which the final installment of said note
date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is paid, and the written consent or approval of the beneficiary.

note of even date herewith, payable to beneficiary or order and made by grantor, January 21, 1994, on which the final installment of said note not sooner paid, to be due and payable January 21, 1994. 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 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.

Grantor agrees: that this trust deed, grantor agrees: not to grant, lease, convey, assign, or otherwise dispose of the property grantee granting any easement or creating any restriction thereon; to join in any agreement affecting this deed or the lien or charge thereon; or to do any act that would in any way affect the property.

then, at this time, become immediately due and payable.

herein, 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 to demolish any building or improvement thereon; and to repair; not to remove any waste of said property; and not to commit or permit any building or improvement thereon to be damaged or destroyed; and to restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon; and pay when due ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing said financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
2. To protect, preserve and maintain said property in good condition and to demolish any building or improvement thereon; and to repair; not to remove any waste of said property; and not to commit or permit any building or improvement thereon to be damaged or destroyed; and to restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon; and pay when due ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing said financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
3. To protect, preserve and maintain said property in good condition and to demolish any building or improvement thereon; and to repair; not to remove any waste of said property; and not to commit or permit any building or improvement thereon to be damaged or destroyed; and to restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon; and pay when due ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing said financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible][illegible]

6. To pay all costs, fees and expenses of the trustee incurred of title search as well as the other costs and expenses of the trustee and attorney's in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear and defend any action or proceeding brought or instituted against the beneficiary or trustee, and in any suit, affect the security rights or powers of beneficiary or trustee; and pay all costs and expenses, including the attorney's fees; the beneficiary or trustee's attorney's fees; the beneficiary's title and the beneficiary's or trustee's attorney's fees; the amount of the attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the trial court, and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such sum as the trial court shall adjudicate reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

3. In the event that all or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to receive the full and complete amount of the just compensation payable right, if it so elects, to the taking, which are in excess of the amount necessary paid or to pay any reasonable costs, expenses and shall be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees incurred by beneficiary by first upon such proceedings, and shall be paid to beneficiary in the trial proceedings, and the balance of the amount necessary to take such actions in such proceedings, and grantor agrees, at its sole expense, to take such actions and execute such instruments as beneficiary may request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed 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 any part of the property. The grantee; (d) reconvey, without warranty, all or any part of the property to or persons thereon; (e) reconveyance may be described in any matters or facts shall be legally entitled thereto," and the recitals therein. The Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

[illegible]

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 such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may hereby or with respect to such payment and/or performance, the beneficiary may declare all sums secured hereunder immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by event the beneficiary at his election may direct the trustee to foreclose in either equity as a mortgage or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event advertisement and sale, the beneficiary shall give written notice of default to the beneficiary. The beneficiary shall execute and cause to be recorded his written notice of default to the beneficiary. The beneficiary shall execute and cause to be recorded his written notice of default to the beneficiary. The beneficiary shall execute and cause to be recorded his written notice of default to the beneficiary. The beneficiary shall execute and cause to be recorded his written notice of default to the beneficiary.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either at one or more separate parcels and shall sell the whole or parcel: at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in full and without warranty, excluding the property so sold, but without any matters of fact shall be conclusive as to the title thereto. The recitals in the deed of sale shall be true and correct as stated. The truthfulness thereof. Any purchase at the sale. provided herein, trustee

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, without conveyance to the beneficiary, and the same shall be authorized under. Upon such appointment with all title, powers and duties conferred upon the latter, the latter shall be deemed to have been appointed as such appointment trustee as of the date of the appointment, and the appointment shall be deemed to be made by the beneficiary, and substitution shall be made by written instrument executed by beneficiary, and recorded in the public records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment which the proper trustee, or trustees when this deed is duly executed, and the beneficiary, or beneficiaries, shall execute and record.

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 or 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 696.505 to 696.585.

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.
Beneficiaries address; 3917 Mazama Dr., Klamath Falls, Ore. 97603

As to that certain mobile home described as follows; 1978 Homet HT, serial # 03950956L, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the Uniform Commercial Code. said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full, or with prior written consent of the Beneficiary.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

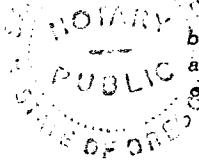
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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.

Doyle Riggs

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on February 14, 1992,
by Doyle Riggs, 19.....
This instrument was acknowledged before me on, 19.....



Jandra Dandachev
Notary Public for Oregon
My commission expires 7/23/93

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 hold 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. E81)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 19th day of Feb., 1992, at 1:34 o'clock P.M., and recorded in book/reel/volume No. M92 on page 3381 or as fee/file/instrument/microfilm/reception No. 41177, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Deputy

Fee \$15.00