# 41353

### TRUST DEED

# Vol.m9 ....., 1992

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ALOU	January
THIS TRUST DEED, made this	24 day of January E. OGBORNE, as tenants in commo
BERT E. OGBORNE and Sillium.	T.1

ROI as Grantor, NOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

GLETA WAMPLER

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

Lot 1, Block 9, TRACT 1029, SPRAGUE RIVER PINES, 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 together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real actate.

r nerealier apperianting, and the visits and payment of the vith said real estate.

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

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 Per terms of 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

The date of maturity of the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or approval of the beneficiary. Sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. Or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the beneficiary of this trust deed frantor advantage.

To protect the security of this trust deed frantor advantage.

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.

1. To protect, preserve and maintain said property in good condition not to commit or permit any waste of said property.

1. To complete or restore protein any waste of said property.

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

To comply with all haws, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made properly in the provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lie and such other hazards against penalities against loss or damage by lies and such other hazards against penalities.

proper 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 billing officers or searching agencies as may be deemed desirable by the breliciarry.

Now or hereafter erected on the said premises against loss or damage by fire and such other hazards agging pendiciary. The provide and continuously maintain insurance on the buildings and such other hazards agging pendiciary. The provide in an amount not less than be beneficiary. The provide in the provide in an amount not less than be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance now or hereafter placed on said buildings, tion of any policy of insurance now or hereafter placed on said buildings, tion of any policy of insurance now or hereafter placed on said buildings, tion of any policy of insurance power or hereafter placed on said buildings, to the beneficiary may procure the same at grantor seapens, the amount the beneficiary may procure the same at grantor seapens, the amount part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, may be released to grantor. Such application or release shall any part thereof, and the grantor and promptly deliver eccipics therefor charges become past due of charges payable by grantor, either ments, insurance premium, liens or other charges payable by grantor, either ments, insurance premium, liens or other charges payable by

pellate court shall adjudge reasonable as the beneticiary's or trustee's attorney's lees on such appeal.

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, it is oe leets, to require that all or any portion of the monies payable as compensation for such taking, which are an excess of the amount required as compensation for such taking, which are an excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid of to pay all reasonable costs, expenses and attorney's lees necessarily paid or payable by granter in such proceedings, and expenses and attorney's fees, applied by it lists upon any reasonable costs and expenses and attorney's fees, to take upon any reasonable courts and expenses and attorney's fees, better in the trial and appellate courts and expenses and attorney's fees, better in the trial and appellate courts are applied upon the indebtedness secured hereby; and granter affects and see its own expense, to take such actions and execute such instruments as shall be necessarily payened, to take such actions and execute such instruments as shall be necessarily in obtaining such compensation, promptly upon beneficiary's request.

P. At any time and troiner to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for feed of the content of the payment of the indebtedness, trustee may 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 line or charge thereof; (d) reconvey, without warranty, all or any part of the property. The frame of any reconveyance may be described as the "preson or preson particle of the recitals therein of any matters or facts what be conclusive proof of the truthfulness therein of any matters or facts what see conclusive proof of the truthfulness thereof. Trustee's fees 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 in the services mentioned in this paragraph shall be not less than \$5, services in the services mentioned in this paragraph shall be not less than \$5, services in the services mentioned in the person of the arceiver in the appointed by a court, and without regard to the adequacy of any security the indobtedness hereby secured, enter upon and take passession of said property is less costs and expenses of operation and collection, including reasonable attempts to the services of the services and expenses of operation and collection, including reasonable attempts less costs and expenses of operation and collection, including reasonable attempts and the services are serviced hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the

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If 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 Hoop default by crantor in payment of any indebtedness secured.

property, and the application or release thereof as aloresaid, shall not cure of 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, time being of the hereby or in his performance of any agreement hereunder, time being of the sesence with respect to such payment and/or performance, the beneficiary may sesence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an equity as a mortgage or direct the trustee to foreclose this trust deed by a devertisement and sale, or may direct the trustee to pursue any other right to revently, either at law or in equity, which the beneficiary way have. In the exercise the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary elects to foreclose the restrict the trustee shall execute any deventisement and sale, the beneficiary of the beneficiary elects to foreclose the strust of early the property to satisfy the biblication and his election to sell the said decerbed real property to satisfy the biblication notice thereof as then required by aw and proceed to foreclose this trust deel 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.

In the manner provided in order person so privileged by ORS 86.735, may cut the sale, the frantor or any other person so privileged by ORS 86.735, may cut the surface and extract deal and the surface and extract the default of the cut other than such portion as would entire amount due at the time of the cure other than su

together with trustee's and attorney's fees 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 self the parcel or parcels audition to the highest bidder for cash, payable at the time of sale. Trustee audition to the bighest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form a required by law convey me shall deliver to the purchaser its deed in form a required by law convey me shall deliver to the purchaser its deed in form a required by law convey me the property so sold, but without any covenant or a carranty, express or interpretable to the form the sale trustees of the powers provided herein, trustee feed may be present a second of the trustees, but including the compensation of the trustee and a reasonable charge by trustees stationey, (2) to the obligation secured by the trust end of the trustee in the trust deed as their interests may appear in the order of the trustee in the trust deed as their interests may appear in the order of their priority and (4) to surplus.

16. Beneliciary may from time to time a point a successor of successor to any trustee payable.

surplus. If any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time arpoint a successor or successor to any trustee ramed herein or to any surfece appointed herein or to any surfece appointed herein controlled to the successor trustee. The latter shall be exceeded with a latter shall be rested and the successor and trustee, the latter shall be rested grounded hereined. Each such appointment trustee, the latter shall be rested grounded hereined. Each such appointment of successor trustee. The successor trustee the successor trustee the property is situated, shall be conclusive proof of proper appoint of the successor trustee. It is trust when this dead, dairy received and colligated to notify any party hereto of pendina sale under any other days or trust or of any action or proceeding in which shall be a party unless such action or proceeding is brought by trustice.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Origan State Bar, a bine. Mest common 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 the two states, and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to do business under the lows of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 675,505 to 670,505.

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).

(b) NOTE OF PRIMARY OF THE PRIMARY PRI

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, I not applicable; if warranty (a) as such word is defined in the	by lining out, whichever warranty (a) or (b) is applicable and the beneficiary is a creditor is applicable and the beneficiary is a creditor. I the fruth-in-lending Act and Regulation Z, the the Act and Regulation by making required the Act and Regulation by making required to Stevens-Ness Form No. 1319, or equivalent of required, disregard this notice.	ROBERT E. OGBORNE SHIRITTIE. OGBORNE
The state of the s	RATHY BOYCE KATHY BOYCE ROTRRY PUBLIC - CALIFORNIA Phreipal Gilies in Stra Diere County Hy Commission Explice Jane 4, 1005	This instrument was acknow	HIRLEY B. 000000, 19.72

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid.

	, Trustee		الممط	All s	u
ro:	The undersigned is the legal owner and holder of all indebtedness secured by the toregoing.  The undersigned is the legal owner and holder of all indebtedness secured by the toregoing and the undersigned is the legal owner and holder of all indebtedness secured by said the understand the un	trus:	owing	to yo	יונ
	The undersigned is the legal owner and holder of an are directed, on payment to you of the	rust de	ed (#	hich	a of

ims secured by said 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 herewith toother with said trust deed) and to recover without warranty. said trust deed or pursuant to statute, to cancel all evidences of indebtodness 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

...., 19...... DATED: Beneficiary

Do not lose or destroy this Trust Dead OR THE NOTE which it socures, Both must be delivered to the trustee for concellation before reconveyance will be made.

TRUST DEED  [FORM No. SSI]  STEVENS.NESS LAW PUBLICO. PORTLAND. ORK  ROBERT E. OGEORNE and SHIRLEY  9175 HECTOR AVE. SAN DIEGO, CA 92123-3527  GLETA WAMPLER P. O. BOX 134 CHILOQUIN, OR 97624  Feneficiary  MOUNTAIN TITLE COMPANY  OF KLAMATH COUNTY	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County of Klamath I certify that the within instrument Was received for record on the 24th day of Feb. 1992, at 11:27 o'clock AM, and recorded in book/reel/volume No. M92 on page 3681 or as fee/file/instru- page 3681 or as fee/file/instru- ment/microfilm/reception No. 41353, Record of Mortgages of said County. Witness my hand and seel of County affixed.  Evelyn Biehn, County Clerk NAME By Callact Mulicasted Deputy
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|| Fee \$15.00