Vol<u>maa Page 3773</u> TRUST DEED 44393 . 1991 OCTOBER 28th JULIA C. MAFNAS-VILORIA, A MARRIED WOMAN, AS HER SEPARATE PROPERTY THIS TRUST DEED, made this \_ as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE 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: of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. logether with all and singular the tenements, hereditaments and appartenances and all other rights thereinto belonging or in anywise now as hereafter appertening, and the rents, itsues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING FERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTEN THOUSAND INTIME LITIMATED THE PURPOSE OF SECURING FERFORMANCE. beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not source paid, to be due and payable 4th DECEMBER, 本2001 Designation of order and micue by grantor, the final payment of principal and interest hereof. If not sooner paid, to be due and payodic 3243 hote becomes due and payable. In the event the described property, or any part thereof, or any interest thereof is sold, agreed to be sold, conveved, assigned or alternated by the greator without first height obtained the written content or approval of the beneficiary, then, or time beneficiary's option, all obligations secured by this instrument, irrespective of the metarity determined the property of the property of the property of the property of the peneficiary is option, all obligations secured by this instrument, irrespective of the metarity determined the property of the propert obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, granter agrees.

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 not to remove or demolish any building or improvement thereon, not to commit or property and property in good and workmantine mainter any paying the property of incommitted, damaged or destroyed thereon, and and pay when due all corts intend incompanies, regulations, and any paying thing same in the proper good of the continuously maintain insurance on the buildings now or interest the property, of the beneficiary in requests to give or office, at any pay to fifting same in the proper good of the property of the proper restriction increon. (c) sum in any subordination or either agreement effecting that deed or the lien or charge thereof. (d) recovery, without warranty, all or eny part of the property. The granice in any reconveyement may be described at the "person of persons legally entitled thereto," and in reconveyement of eny matters or fast traditional proof of the trustification thereof. Trussee't feet for any of the greatest mentioned in this paragraph shell beaut lett than \$5 mentioned in this paragraph shell beaut lett than \$5 mentioned in this paragraph shell beaut lett than \$5 mentioned in this paragraph shell beaut lett than \$5 mentioned in this paragraph parton recreated to be appointed by a court, and the notice, either in personal parton of matter than \$5 mentioned for an interest than the paragraph of suit property or any producing indeep section of mention of other paragraph of the same, lett costs and expenses of operation and collection, including read apply the same, lett costs and expenses of operation and collection, including read and produced the same lett costs and expenses of operation and collection, including read apply the same, lett costs and expenses of operation and collection, including read apply the same, lett costs and expenses of the paragraph of the paragraph of the same, lett costs and expenses of the paragraph of the pa indebtedness secured hereby, in such order as baneficiary may determine.

11. The entering upon and taking positistion of said property, the collection of min rent issues and profits or the proceeds of fire and other insurence policies or emphiciation or release interior as foliation or damage of the property, enabled application or release interior as foliations on the other proceeds of influence of infl may determine, or at aption of brieficiary the entire amount to beneficiary may be released to grantor. Such application in release thall not ture or passes and default or notice of default nereunder or invalidate any uch done pursuant to such notice.

5. To keep said premists free from construction lient and to pay all taxes, assessments and other charges before any part fact texts assessments and other charges before any part fact texts assessments and other charges before any part fact texts assessments and other charges before any part of the texts assessments and other charges before any part of the texts assessments and other charges before any part of the texts assessments and other charges before the prompt of the texts assessments and other charges before the prompt of the payment of any laxes, assessments, mirror permitted in the order of the payment of the payment, beneficiary may, at its beneficiary with funds with which is make buch payment, beneficiary may, at its beneficiary with funds with which is make buch payment, beneficiary may, at its particular with the payment thereof, and the animal to gold, with interest at the rate set option, make payment thereof, and the animal to gold, with interest at the rate set option, make payment thereof, and the standard of a did to make them thereof and for the payments, together with the obligations described in feet of the payments, with interest as dorestaid, the property the covenants hereof and for such payments, with interest as dorestaid, the property the covenants hereof and for such payments, with interest as dorestaid, the property the covenants hereof and for such payments, with interest and of the payment shall be immediately due and payable without notice, and the nonpayment payments shall be immediately due and payable without notice, and the nonpayment payments shall be immediately due and payable without notice, and the nonpayment payments shall be immediately due and payable unitable, render of this trust declaration of the brieficiary or t described real property to satisfy the annual fixed property to satisfy the name and place of satisfy the name and proceed to foreclose this trust deed in the manner provided set of 86.795.

3. Should the beneficiary elect to foreclose by advertisement and take the first department of the property of the satisfy the satisf

ASPEN

It is mutually agreed that:

At the event that any portion or all of said property shall be taken under the ability of miners dominator condomination beneficiary shall have the eight of it to repute that all or any portion of the innoise payance as compensation for such taking, which are in excess of the amount required to pay off reasonable soft into taking, which are in excess of the amount required to pay off reasonable soft to take taking and a forestandly paid or increased by reasonable soft and appears and attorney? I feet, both in the trial and appelate courts, controlled a separate and attorney. I feet, both in the trial and appelate courts, excess of the paid of the feet of the second of the second

excluding the trustee, but including the greatur and teneficiers, may purchase of the exite.

15. When trustee sells pursuant to the powers provided herein, trustee shell persons of the powers of the expenses of task, including the componisation of the trustee and a reasonable charge 5, trustee's extractive (2) to the componisation of the trustee and a reasonable charge 5, trustee's extractive (2) to the objective of the interest of the trustee shell persons having recorded the property of the property and (4), the surplus, if any, to the greater of the opport in the uniter of their principle and (4), the surplus, if any, to the greater of the property of their principle and (4), the surplus, if any, to the greater of the structure for any trustee and principle in the uniter of their principle and the principle of the principle of the principle of the control of the control of the control of the principle of the control of

office by its situated, small be conclusive proof of property it situated, small be conclusive proof of property it situated accepts this frust when this dead, duly executed and acknowledged it made a public record as provided by taw. Trustee it not obligated to notify any it made a public record as provided by taw. Trustee it not obligated to notify any party hereto of pending stale under any other dead of trust or of any action to party hereto of proceeding in which grantor, baneficeary or trustee shall be a party unless taken or proceeding in which grantor, baneficeary or trustee shall be a party unless taken or proceeding it brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seazed in fee

simple of said described real property and has a valid, unencumbered titled thereto The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an ective member of the Oregon Stere Ear, a bank, trust company or the United States, a title inturance company authorized to insure title to read or taxings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof.

The property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

Dane .	
- Sandan	1
W. B. S.	

The grantor warrants that the proceeds of the loan represented by the above described note and this treat deed are:

(a)\* primarily for grantor's personal, lamily, household or agricultural purposes (tee Important Notice below).

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agripultural

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legaters, deviseer, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pleages of the contract secured hereby, whether or not named as a beneficiary harein. In comittuing this deed and whenever the context to require, the masculine gender includes the faminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said granter has hereunto set his hand the day and year first above written.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day todowing the

If you did not receive a Property Report prepared pursuant to the rules and U.S. Department of Housing and Urban Development, in advance of your sibe revoked at your option for two years from the date of rigning.	regulations of the Office of Interstate Land Sales Registration, uping the contract or agreement, this contract or agreement may	
e IMPORTANT NOTICE: Delete, by lining out, whichever womenty (a) or (b) in expelicable, if warranty (a) is explicable and the bonoficiary is a credite or such word is defined in the Truth-in-bending Act and Seguiation Z, the beneficiary MUST comply with the Act and Regulation by making require disclusives. If compliance with the Act not required, discognid this notice	gran c. Then were	
TERRITORY OF GUAM		
CITY OF AGAMA ) SS	Victor (WITNESS)	
On October 28th, 1991		
the undersigned, a Notary Fublic in and for the Territory of Guam, personally appeared VICTOR C. MAFNAS	/	
known to me to be the paraon whose name is subscribed to the within instrument as a witness thereto, who being by maduly sworn, deposed and said: That he resides at HSE# 248 SAN RAMON PD	FOR BOTARY SEAL OR STARP	
sent and saw JULIA C. MARNAS-VILORIA		
personally known an		
nim to be the carson described in		
willing fame is subscribed to the like:		
and annexed instrument, evenues the		
und that attlant subscribed bi-		
thereto as a wiscoss to said execution.		
Signature: Some die		
ROMN CALL		
a and for the four cong of Gunta U.S.A	COMARAVICES	
To be used only when obligate.	lices bero been pole.	
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All same coursed by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any turns 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 new held by you under the same. Mail reconveyance and decuments to		
	Bennficiary	
	·	
So net less or destrey this Treat Deed CZ INE NOIS which it tectors. Sold must be	delivered to the freshe for conscilution before resouverance will be same.	
TRUST DEED	STATE OF OREGON	
	County of Klamath 65.  I certify that the within imperu-	
Grantor SPACE RESS: FCR	ment was received for record on the 24th day of Feb. 10.92.  at 3:40 o'clock P.M., and recorded in book M92 on page .37.73	
SPACE RESSI	ment was received for record on the 24th day of Feb. 10.92 at 3:40 o'clock P.M., and recorded in book M92 on page 37.73  or as file/resi number 41393	
SPACE RESSI FOR RECORDENS	ment was received for record on the 24th day of Feb. 18 92 at 3:40 o'clock P.M., and recorded in book M92 on page 37.73  or as file/resi number 41393 Record of Mortsages of said County.  Witness my hand and seel of	
SPACE RESSI	ment was received for record on the 24th day of Feb. 10.92 at 3:40 o'clock P.M., and recorded in book M92 on page 37.73  or as file/resi number 41393	
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SPACE RESEIFORM FROM RECORDERS  Demoficiary  AFTER RECORDING RETURN TO  FNRS FLACULAL COSP  The Flogs  122 East Hundingdon Or	ment was received for record on the 24th day of Feb. 18.22  at 3:40 of Feb. 18.22  at 3:40 of left P.M., and recorded in book M92 on page 37.73  or as file/resi number 41393  Record of Mortsages of acid County.  Witness my hand and good of County officed.	
SPACE RESEI FOR RECORDERS  Demonstry  AFTER RECORDING RETURN TO  JNRS JUANCIAL COP	ment was received for record on the 24th day of Feb. 18.92 at 3:40 o'clock P.M., and reserved in book M92 on page 37.73 or as file/resi number 41393 record of Mortsages of said County.  Witness my hand and code of County efficed.  Evelyn Biehn,	