FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	F 13 HE	COPYRIGHT COPYRI	SAAS Q
<u>∞ 42444</u>	TRUST DEED	Vol.m99 Pag	
THIS TRUST DEED, made this	, 1176 day of	FEBRUARY.	19.92, between
MICHAEL E CONG	(Paul	All a color in the color of the	., as Trustee, and
as Grantor, ASPEN TITLE + E SE DT JETHICE CO INC.	VEYMOR COPPORMINA	\$22 \(\) \(
as Beneficiary,	WITNESSETH: ains, sells and conveys to trus	stee in trust, with power of	sale, the property
IN KLAMATH COUNTY, OR KLAMATH COUNTY, OR	mom FALLS FOREST C	STATES, They 66, 40	117 4

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 cr 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 the sum

herein, shall become immediately due and payable.

nerein, snail 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 of 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.

J. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; it the beneficiary so request, or in the proper public office or offices, as well as the cost of all lensearches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance on the building

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneticiary may require and to pay lor filing zame in the proper public office offices, as well as the cost of all lien searches made ply liting officers or searching agencies as may be deemed desirable by the beneticiary.

* 4. To provide and continuously maintain insurance on the buildings amount of the continuously maintain insurance on the buildings and more received on the said premises against loss or damage by lire now or hereafter erected on the said premises against loss or damage by lire and such other heards as the beneticiary may from time to time require in an amount less than \$ companies occeptable to the beneficiary may from time to the requirement of the grantor shall fail or any reason to procure any such courance and to it the grantor shall fail or any reason to procure any such courance and to it the grantor shall fail or any reason to procure any such courance and to it the grantor shall fail or any reason to procure any such courance and to it the grantor shall fail or any reason to procure any such courance and to it the grantor shall fail or any reason to procure any such course. The amount to be continuously of insurance now or hereafter piacee or said buildings, the original property of insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary upon any indebtedness secured hereby and in such order as beneficiary any part thereof, may be released to grantor. Such application or release shall not cure or waive any delault or notice of default hereunder or invalidate any part thereof, may be released to grantor. Such application or release shall not cure or waive any delault or notice of default hereunder or invalidate any sat the said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or taxes, assessments and other charges that may be levied or assessed upon or taxes, assessments and ot

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

It is mutually agreed that:

8. In the event that any portion or all ol said property shall be taken under the right of eminent domain or condemnation, beneticiary shall have the right, it is ociects, to require that all or any portion of the monies payable right, it is ociects, to require that all or any portion of the monies payable as compensation for such taking, which are in secess of the amount required so pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary according by it irst upon any resonable socts and expenses and attorney's lees, both in the trial and appellate courte, escassify paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, and its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary is request.

9. At any time and trom time to time upon written request obtenedies, payment of its lees and presentation of this deed and the note for individual properties of the inability of any person for the payment of the indebtedness, frustee may (a) consent to the nusking of any map or plat of said property; (b) join in

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allocting this deed or the lien or charge thereot; (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 therein of any matters or lacts shall be conclusive proof of the truthfulness thereof, Truster's tees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granter hereunder, beneliciary may at any intensity of the indebtedness hereby secured, enter upon take possession of said property or any part thereof, in its own name upon otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable afterney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, in the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, 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 granter 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 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 hereby or his performance of any agreement hereunder, time being of the hereficiary at he dection may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or advertisement and sole, in equity, which the heref

together with trustee's and attorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and nlace designated in the notice of sale or the time to which said sale may be postponed as provided by "sw. The trustee may sell said property either be postponed as provided by "sw. The trustee may sell said property either in one parcel or in separate parcels and shall sell the exceed or parcels at more parcel to the highest bidder for cash, payable at the same of sale. Trustee shall deliver to the purchaser its deed in form as requested by law conveying the property so sold, but without any covenant or warranty, express or improperty to sold, but without any covenant or warranty, express or including the trustee shall should be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale. The sale is the sale is the sale and the provided Extent strustee shall apply the proceeds of sale to payment of (1) the express of sale, inshall apply the proceeds of sale to payment of (1) the express of sale, inshall apply the compensation of the trustee and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all persons alterney, (2) to the obligation secured by the trust deed, (3) to all persons alterney, (2) to the obligation secured by the trust deed, (3) to all persons alterney, (2) to the obligation of the successor in interest entitled to auch surplus.

16. Beneficiary 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. Beneficiary may from time to time appoint a successor or successor to any trustee named becrean and without conveyance to the successor trustee. The latter shall be vesled without conveyance to the successor trustee. The latter shall be vesled without conveyance to the successor trustee. The latter shall be vesled without conveyance to the successor trustee herein named or sprinted hereunder. Each such appointment appoint shall be mode by written instrument executed by beneficiarly and substitution shall be mode by written instrument executed by beneficiarly and substitution shall be conclusive proof of proper appointment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, and a public record as provided by law. Trustee is not obligated to notify by 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.

in attarney, who is an active member of the Oregon State Bor, a bank, trust company Oregon or the United States, a title insurance company authorized to insure title to real States or any agency thereof, or an escrew agent licensed under ORS 696.505 to 696.585. NOTE: The Trust Deed Act provides that the hustee heraunder must be either or savings and loan association authorized to do business under the laws of property of this state, its subsidiaries, affiliates, agents or branches, the United

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 torever 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 of household purposes (see Important Notice below),

(b) for an organization, or (even it 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 pledges, 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 terminine 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: Delate, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiery 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 disclesures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. STATE OF OREGON. County of This instrument was acknowledged before me on Notary Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE My Commission Expire October 26, 1993 used only when obligations have been paid. 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 held by you under the same, Mail reconveyance and documents to DATED: er destroy this Trust Deed OR THE NOTE which it secures, Both m ust be delivered to the trustee for concellation before reconveyance will be TRUST DEED STATE OF OREGON. County ofKlamath I certify that the within instrument was received for record on the 20th day of _______March_____, 19_92, at 8:43 o'clock A.M., and recorded in book/reel/volume No. <u>B92</u> on SPACE RESERVED page 5845 or as fee/file/instrument/microfilm/reception No. 42444, page 5845 FOR FRUCE-Color RECORDER'S USE Record of Mortgages of said County. LAT VESTAS UV 89119 Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Evelyn Biehn, County Clerk

Fee \$15.00

2001 & FLAMILLE # 204 LY VEM WV 89119

B. Duline Mulander Deputy