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THIS TRUST DEED, made this 20TH day of NOVEMBER 1991..., between ELLIE M. EVANS

as Grantor, ASPEN TITLE & ESCROW COMPANY, INC

ROBERT V. WETHERN, SR.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:
A PORTION OF LOT 1 BLOCK 16, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, MORE PARTICULARILY DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1 THAT IS NORTH 430 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG EAST LINE 470 FEET; THENCE WEST TO THE WESTERLY LINE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT TO A POINT WEST OF THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1B BLOCK 16, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT

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 connections.

rith said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SIX THOUSAN SIX HUNDRED SIXTY ONE AND 25/100

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

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, or 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.

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 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.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property: il the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for filling same in the proper public office or offices, as well as the cost of all lien eserches made by tiling officers or searching agencies as may be deemed desirable by the beneliciary.

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 it so elects, to require that all or any portion of the monies rayable as compensation for such taking, which are in excess of the amount required so pay all reasonable costs, expenses and attorney's teen necessarily paid or in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary of incurred by the proceedings, and the paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness iciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

P. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note fordorsement (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 the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons featily entitled thereto." and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, issues and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, 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 grantor in payment of any indebtedness secured to the person the secured to the payment of any indebtedness secured to the payment of any indebt

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 sesence with respect to such perment 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 event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortigate or direct the trustee to oreclose this trust deed advertisement and sale, or may direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary of the beneficiary of the trustee shall execute and cause to be recorded his written notice of default and his election to sell the add described real property to satisty the obligation and his election to sell the trustee thall lix the time and place of sale, give notice thereof as then equived by law and proceed to foreclose this trust deed notice thereof as then equived by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795. The manner provided in ORS 86.735 to 86.795, may cure, the default or defaults. If the default consists of a failure to pay, when sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee to sum yother person so privileged by ORS 86.735, may cure, the default or defaults. If the default consists of a failure to pay, when the sale, and at one time the sale and the time of the cure other than such portion as a paying the end of the default of the default that the sale and to default any to the beneficiary all conditions and th

and expenses actually incurred in enforcing the obligation of the trust deed 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 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 sell the next or parcels at in one parcel or in separate parcels and shall sell the next or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or exquired by law conveying the property so sold, but without any covenant of act shall be conclusive proof piled. The recitals in the deed of any mattered the sale. Its the sale is the sale of the trustee, but including the grantor and beneficiary, may purchase the fath sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payamt of (1) the expenses of sale, method in the sale of the compensation of the sale to pay and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed. (3) to all persons attorney. (3) to the obligation secured by the trust deed. (3) to all persons attorney in the same the 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 herein or to any successor trustee appointment, and without conveyance to the uncessor trustee. The latter shall be vested with all title, powers and dutie conferred upon any trustee named herein or to any successor trustee appointment, and without conveyance to the uncessor trustee. The latter shall be vested with all title, powers and dutie conferred when recorded in the mortgage records of the county or counties in which the

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 lows of Oregon or the United States, a little 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 696.505.

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

THIS TRUST DEED SECURES A NOTE OF EVEN DATE.

and that he will warrant and forever defend the same against all persons whomsoever.

Beneficiary

AFTER RECORDING RETURN TO

ROBERT WETHERN Rural Rt. 2, Box 323R Bonanza, Oregon 97623

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

(a) China by the invarious various limits protecting warrants for the process various var

secured hereby, whether or not named as a beneficiary herein. In con gender includes the teminine and the neuter, and the singular number	struing this deed and whenever the context so requires, the masculine includes the plural.
	nto 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	Ellie M Evans
beneficiary MUST comply with the Act and Regulation by making required	en de la companya de
disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.	
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STATE OF OREGON, County of	U LAMANU
This instrument was salined	vledged before me on <u>MAR</u> 2, 1992,
hy ELHE M EVAN	viedged before me on
	vledged before me on, 19,
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OFFICIAL SEAL	1 Company of the Comp
ROSERT L HIMES	Leter hole
NOTARY PUBLIC-OREGON	Notes Public for Oregon
MY COMMISSION NO. 003054 MY COMMISSION EXPIRES JAN. 28, 1995	Notary Public for Oregon My commission expires // 25/ 75
	The state state of the state of
	er er av gester er geforfer, et eg er gekenne statt Dan er er er er
REQUEST FOR FUL	L RECONVEYANCE
To be used only when ob	ligations have been paid.
TO: , Trustee	, in the daily gift, we in the construction of
10:	
	ness secured by the foregoing trust deed. All sums secured by said
	d, on payment to you of any sums owing to you under the terms of
	debtedness secured by said trust deed (which are delivered to you anty, to the parties designated by the terms of said trust deed the
estate now held by you under the same. Mail reconveyance and docu	
- Test Control (1995年) - Anno Control (1995年) Anno Control (1995年) Anno Control (1995年) Anno Control (1995年) Anno Control (1995年) - Anno Control (1995年)	
DATED: , 19	The problem of the control of the co
en e	Beneficiary
Do not lose or destroy this Trust Deed OR-THE NOTE which it socures, Both mu	at be delivered to the trustee for concellation before reconveyance will be made.
o do arme o mora o o como última da enteña	desirate tip interessed to the contract of the
TRUST DEED	STATE OF OREGON,
(FORM No. \$81)	County of Klamath
STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.	I certify that the within instrument
ELLIE M. EVANS	was received for record on the 1st day
11665 N. CLEMENTS RD.	of April ,19 92,
LINDEN, CA. 95236	at 3:28 o'clock P.M., and recorded in book/reel/volume No. M92 on
discrepting page 1.	(070
ROBERT WETHERN	
Ruidi Rt. 2, Dux 323 R	Record of Mortgages of said County.
Bonanza, Oregon 97623	Witness my hand and seal of

County affixed.

Evelyn Biehn, County Clerk

By Danies Mulendere Deputy