42972

## TRUST DEED

Vol.m	22 Pag	<u> 6918</u>

THIS TRUST DEED, made this WYN C. HARTSHORN	24th day of March 1	y92., between
as Grantor, ASPEN TITLE & ESCROW	, INC., An Oregon Corporation ,	as Trustee, and

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:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

becomes due and payable. In the section without first I then, at the beneficiary's option, all obligations secured by this instruction, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary of this trust deed, grantor agrees:

I to protect the security of this trust deed, grantor agrees:

I to protect, preserve and maintain said property in good condition and repair; not to temove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

I to complete or restore prohich may be constructed, damaged or destroyed thereon, and public all laws, ordinances, regulations, covenants, conditions and restrictions alfecting 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 illing same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the sensition.

4. To revide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the AGILT. INSUE ADLE. VALUE written in an amount not tested to the beneficiary, with loss payable to the latter; all companies more all all lor any reason to procure any such insurance and to the delivered to the beneficiary with loss payable to the latter; all companies from shall fail for any reason to procure any such insurance and to the officers, with loss payable to the latter; all companies from the shall all for any reason to procure any such insurance and to the delivers said policies to the beneficiary with loss payable to the latter; all companies from shall fail for any reason to procure any such insurance and to the henciliciary and procure of the same at grantor and to the head of the same and the same and

It is mutually agreed that:

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 o elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required so compensation for such taking, which are in excess of the amount required as compensation in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary 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.

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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The farmer in any reconveyance may be described as the "person or persons igality 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 lees 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 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 expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine, upon and taking possession of said property, the collection of such rents, issues and prolitis, or the proceeds of line 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 hereby, in his extraprace of services.

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 essence 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 event the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale, 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 the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose the described real property to satisty the obligation and his election to sell the said described real property to satisty the obligation of the entry whereupon and trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in her manner provided in ORS 86.735 to 88.795.

13. After the trustee has commenced foreclosure by advertisement and sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure sale, the grantor or any other person so privileged by ORS 86.753, may cure be default or delaults. It the default consists of a failure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the entire amount due at the time of the cur

together with trustees 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 sell the parcel or all artists and suction to the highest bidder for cash, payable at the time of sale Trustes shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or inspired. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including 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 having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such sors to any trustee parced benefits or time appoint a successor or successors to any trustee parced benefits or the trustee of any trustee parced benefits or the trust of the parcel or successors to any trustee parced benefits or the trust of the parcel or successors to any trustee parcel benefits or the trust of the proof of the parcel or the trustee or any trustee parcel benefits or the trust of the parcel or successors or s

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferent trustee, the latter shall be vested with all title, powers and duties conferent upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 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.

NOTE. The Trust Dued 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 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 excrow 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 law-fully 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, tamily or 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 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. WYN C. HARTSHORN \*\* 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. STATE OF OREGON, County of Klamath This instrument was acknowledged before me on April Wyn C. Harshorn This instrument was acknowledged before me on Notary Public for Oregon commission expires .... REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid ..... 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 tully 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 ........ Baneficiary De not less or destroy this Trust Deed OR THE MOTE which it secures. Soth must TRUST DEED STATE OF OREGON, County of ..... (FORM No. 881) certify that the within instrument was received for record on the ......day Wyn C. Hartshorn ... at ...... o'clock ..... M., and recorded in book/reel/volume No. ..... on SPACE RESERVED Grantor page ..... or as fee/file/instru-FOR Betty Nadine Steiner ment/microfilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneticiary County affixed.

AMPLY DEED

NAME

By

**TITLE** 

Deputy

AFTER RECORDING RETURN TO ASPEN TITLE & ESCROW, INC.

97601

525 Main Street

Klamath Falls, Oregon

Commencing at the Southwest corner of the NW 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which point is the true point of beginning; thence North along the Westerly line of Section 20, a distance of 726 feet; thence East 300 feet to a point; thence South 726 feet to a point, said point being on the Southerly line of the NW 1/4 NW 1/4 of said Section 20; thence West 300 feet to the place of beginning; being in the NW 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, in the Sounty of Klamath, State of Oregon.

ALSO Lots 1, 2, 3, 4, 5 and 6, Block 1 and all that portion of Lots 1, 2, 3, 4 and 5, Block 12, lying Northeasterly of the right of way of Highway #97, all in CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, now vacated.

AND ALSO all that portion of Byrd Avenue, lying North of Block 1 of said Chelsea Addition, all that portion of Nungesser Avenue lying between Blocks 1 and 12 of said Chelsea Addition, and all that portion of the alley in Chelsea Addition lying East of Blocks 1 and 12, North of the State Highway right of way line projected Southeasterly, West of the section line and South of the North line of Byrd Avenue projected Easterly, all in Chelsea Addition, now vacated.

ALSO beginning at a point which is South 0 degrees 06' West a distance of 388.5 feet from the section corner common to Sections 17, 18, 19 and 20 in Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence continuing South 0 degrees 06' West a distance of 300 feet to the Northeast corner of Chelsea Addition to the City of Klamath Falls, Oregon; thence along the North boundary line of Byrd Avenue in Chelsea Addition North 89 degrees 49' West a distance of 174.2 feet to the East line of Quarry Street extended; thence North 0 degrees 06' East along the East boundary of Quarry Street extended a distance of 300 feet to a point; thence South 89 degrees 49' East a distance of 174.2 feet to the point of beginning.

CODE 1 MAP 3809-2000 TL 300

STATE	OF OREGON:	COUNTY OF K	LAMATH: ss.				
Filed fo	r record at requ April	est of A.D., 19	Aspen Title Co.	o'clockA_M., and	the	2nd	day
		of	<u>Mortgages</u>	on Page6	918		;
FEE	\$20.00			Evelyn Biehn By	. County Clerk	nolare_	