## Aspen Title #0103783

## TRUST DEED

43098 THIS TRUST DEED, made this \_\_\_\_\_6th \_\_\_\_day of \_\_\_\_\_March TARA KLAAS,

..., as Trustee, and as Grantor, ASPEN TITLE & ESCROW, INC. interest. as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

The North 415 feet of Lot 6, Block 1, KLAMATH FALLS FOREST ESTATES SYCAN UNIT, (Also erroneously described as Lot 6A of Block 1 of said subdivision) in the County of Klamath, State of Oregon. CODE 8 MAP 3313-31 TAX LOT 4900

NO TIMBER SHALL BE HARVESTED WITHOUT PERMISSION OF BENEFICIARIES UNTIL THE NOTE SECURED BY THIS TRUST DEED IS PAID IN FULL.

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 connecnow or nereatter appertaining, and the rents, issues and profits thereof and an intures now of hereatter attached to of used in connect tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of NINE THOUSAND FIVE HUNDRED AND NO/100------

TRUST DEED

becomes due and payable. In iterated by the grantor without first h then, at the beneficiary's option, all obligations secured by this instructions, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:

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To complete or metalement and payable.

To complete or metalement which may be constructed, damaged or destroyed prevent thereon, if an and the security of the

## 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, if it so elects, to require that all or any portion of the monies payable as compensation lor such taking, which are in excess of the amount required to pay all reasonable costs, expenses and altorney's ices necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and poplied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or inthe indebtedness secured hereby; and grantor agrees, at its own expense to the such actions and execute such instruments as shall be necessary, in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary, payment of its fees and presentation of this deed and the note for 9. At any time and fromy time of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join m

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granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allocing this deed or the lien or charge thereof: (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or percen-tegally entitled thereof," and the recitals therein of any matters or tacts shall be conclusive proof of the truthluiness thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any delault 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 prop-the indebtedness hereby secured, enter upon and take possession of said prop-the stard and expenses of operation and collection, including reasonable attor-ney's lees upon any indebtedness secured hereby, and in such order as bene-ficiary may determing upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of thre and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereod as adoresaid, shall not cure or waive any delault or nolice of delault hereunder or invalidate any act done ury any delault or nolice of delault hereunder of any indebtedness secured hereby or in his endermance of any adversant of any indebtedness secured hereby or in his performed on any adversant of any indebtedness secured hereby or in his methormed on any adversant of any indebtedness secured hereby or in his methormed on any adversant of any indebtedness secured hereby or in his methormed on any adversant of any indebtedness of the

waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. Wrantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the seance with respect to such payment argiter performance, the beneficiary may declare all sums secured hereby invite to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed event the beneficiary within the beneficiary may have. In the event the beneficiary elects to foreclose the trust deed of trustee shall execute and cause to be recorded his written notice of delault and his election to such payment and proceed to foreclose this trust deed proceed thereby whereupon the trustee to foreclose the trust deed in equity as a mortgage or direct be trust to the orne of the trustee shall execute and cause to be recorded his written notice of delault and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee to foreclose the strust deed in the manner provided in ORS 86.735 to 86.795. I. Alter the truste has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the entite amount due at the bist of the cure other than such porion as would entit amount due at the inter of the cure other than such porion as would entite manner any be cured by the default on the default that is capable of being cured may be cured in any case, in addition to curing the delault coal and else the discust of a distorted in eoliticary all coast delaults, the person elf-enting the cure other than such porion as would entite amount due at the trust execute the porion as would entite amount due at the trust execute the truste elault a

and expense actually incurred in enforcing the obligation of the trust deed together with trustees and attorney's lees not exceeding the announts 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 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 fact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.
 TS. When trustes sells pursuant to the powers provided herein, trustee thall deliver to the obligation secured by the trust deed, (3) to all persons attorney (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the order of the truste entitle to successor trustee, appointed herein and beneficiary, may from time to time appoint a successor or successors to any trustee hall be vested with all tille, powers and duties conferred upon any trustee hall be vested with all tille, powers and duties conferred upon any trustee hall be vested with all tille, powers and duties conferred upon any trustee hall be trust de as provided herein and the successor trustee the latter hall be vested with all tille, powers and duties conferred upon any trustee screpts this trust when this deed, duy exceeded provers proved of proper appointment of the successor trustee.

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 laws of Oregon or the United States, a title instance 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 696.585.

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7145 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. (1. v - 12) an shi e shi e Gara sa sa sa sa 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) for an organization, or (even il grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benetit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneticiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneticiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine 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. Tara \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is net 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 disclosure; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. TARA KLAAS STATE OF OREGON, County of ..... <u>, 19.92</u> This instrument was acknowledged before me on ..... March TARA KLAAS hv d9 by ... as d **ARNETTS KETTERKNECHT** anothe Kunturmecht LOMET MELIC . STATE of MENTA Notary Public for Orthon My commission expires 4)35 Value Plas County - Mereda APPT, EXP. Apr. 25, 1985 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee TO: ..... 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 berewith 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 At a second s DATED: Beneficiary the set of the state of the set of the set Do not lose or destroy this Trust Dood OR THE NOTE which it secures; Both must be delivered to the trustee for concellation before reconveyonce will be made. maxib . STATE OF OREGON. TRUST DEED 83. 12244 County of .......Klamath.... (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. I certify that the within instrument was received for record on the fith ... day Otto - Maria - Second of . 5,620 1775 terry water and shares in the second at 10:52 o'clock A. M., and recorded SPACE RESERVED Grantor Bertefficiers 452 FOR ment/microfilm/reception No....43098., ...... RECORDER'S USE Standard States 178/38 лXЧ Record of Mortgages of said County. 化白绿色白 526 المربوع المراجع Witness my hand and seal of Beneficiary County affixed. TER RECORDING RETURN TO spen Title approx. Evelyn Biehn, County Clerk TITLE Collection Dept. NAME Fee \$15.00 By Dulline Mullindale Deputy