	44143	TRUST DEE		<u> </u>
	THIS TRUST DEED, made thi			, 19. 9 Between
	OUNDED FOR BENT	SCROW. TNC		as Trustee, and
s (GERALD LEE MERZ ASPEN TITLE & E KLAMATH RIVER ACRES OF	OREG., LTD		
	D		•••	
د		WITNESSE gains, sells and conveys	ля: s to trustee in trust, wit	th power of sale, the property
n	The Tack 38 Tract	r iuba. Sixin m	DOTITOR IS REILL	ATH RIVER
	ACRES, in the County of	r Klamatii, Stat	e of Oregon.	
	CODE 95 MAP 3907-24	DO TL 2100		
tr	ogether with all and singular the tenements ow or hereatter appertaining, and the rents	s, hereditaments and appur	tenances and all other right and all fixtures now or here	ts thereunto belonging or in anywise eatter attached to or used in connec-
no ti	ow or hereatter appertaining, and the fem-	THE PERCENT ANCE of	each agreement of grantor l	herein contained and payment of the
st	of NINE THOUSAND NIN	fE…HNがひおどか…2 f x i…	*****E********************************	that to the terms of a promissory
n	\$9,965.00 note of even date herewith, payable to bene	ficiary or order and made to at maturity of not	by grantor, the final payments	nt of principal and interest hereof, if
	The date of maturity of the debt seed	within described property,	, or any part thereot, or any	hich the final installment of said note interest therein is sold, agreed to be consent or approval of the beneficiary,
S	sold, conveyed, assigned or allerated by the then, at the beneficiary's option, all obligate therein, shall become immediately due and property the same in the come immediately due and property the same property in the come immediately due and property the come immediately due and property the come immediately due and property the company that the company the company that the c	tions secured by this instru- ayable.	ment, irrespective of the i	maturity dates expressed therein, a
1	To protect the security of this trust	deed, grantor agrees: property in good condition	granting any easement or creating	ng any restriction thereon; (c) join in any t allecting this deed or the lien or charge
•	To protect, preserve and maintain said and repair; not to remove or demolish any building not to commit or permit any waste of said property 2. To complete or restore promptly and the complet	in good and workmanlike be constructed, damaged or	thereol; (d) reconvey, without we grantee in any reconveyance milegally entitled thereto," and the	ay be described as the "person or person recitals therein of any matters or facts shall recital therein of any matters for any of the
	and repair; not to remove or demolish any buildi not to commit or permit any waste of said property 2. To complete or restore promptly and manner any building or improvement which may destroyed thereon, and pay when due all costs incur 3. To comply with all laws, ordinances, tions and restrictions affecting said property; if the join in executing such financing statements pursua cital Code as the beneficiary may require and to	rred therefor. egulations, covenants, condi- te beneficiary so requests, to	10. Upon any default by	y grantor hereunder, beneficiary may at any serson, by agent or by a receiver to be appreciately to
	tions and restrictions affecting said property; if the join in executing such financing statements pursue cial Code as the beneficiary may require and to proper public office or offices, as well as the coproper public office or searching agencies as may	of Of all Hell semicines william	time without notice, either in p pointed by a court, and without the indebtedness hereby secured,	tregard to the adequacy of any security to enter upon and take possession of said prop- own name sue or otherwise collect the rent-
	beneficiary. A To provide and continuously maintain	insurance on the buildings	less costs and expenses of operating's fees upon any indebtednes	tion and collection, including reasonable atto- is secured hereby, and in such order as ben-
	now or hereafter erected on the said pressure and such other hazards as the beneficiary may for any such other hazards as the beneficiary may for the strength of the such of	from time to time require, in alue written in	11. The entering upon collection of such rents, issues	and taking possession of said property, if and profits, or the proceeds of fire and oth
	companies acceptable to the be policies of insurance shall be delivered to the be if the grantor shall fail for any reason to procui if the grantor shall fail for any reason to procui	eneliciary as soon as insured; re any such insurance and to teen days prior to the expira-	property, and the application or waive any default or notice of	release thereof as aforesaid, shall not cure default hereunder or invalidate any act do
	tion of any policies to the same at gra the beneficiary may procure the same at gra collected under any lire or other insurance policies.	ter placed on said buildings, intor's expense. The amount by may be applied by benefi-	12. Upon default by granter by or in his performance of the performanc	antor in payment of any indebtedness secur- il any agreement hereunder, time being of the rment and/or performance, the beneficiary m
l I	ciary upon any indebtending of beneficiary the	entire amount so collected, or	declare all sums secured hereberet the beneficiary at his ele	y immediately due and payable. In such ection may proceed to foreclose this trust de- rect the trustee to foreclose this trust deed rect the trustee to foreclose this trust deed
	act done pursuant to such notice. 5 To keep said premises free from cons	struction liens and to pay all	advertisement and sale, or may remedy, either at law or in equil	direct the trustee to pursue any other right ty, which the beneficiary may have. In the eve se by advertisement and sale, the beneficiary
	against said property before any part of such charges become past due or delinquent and procharges become past due or delinquent and procharges become past due or delinquent and procharges should the grantor lail to make	taxes, assessments and other mptly deliver receipts therefor payment of any taxes, assessible.	and his election to sell the said secured hereby whereupon the	described real property to satisfy the obligate trustee shall fix the time and place of sale, & by law and proceed to foreclose this trust de
	to beneficiary; should the ments, insurance premiums, liens or other chargements, insurance payment or by providing beneficiar by direct payment, beneficiary may, at its o	ges payable by grantor, either y with funds with which to option, make payment thereof,	in the manner provided in ORS	8 86.735 to 86.795. as commenced foreclosure by advertisement
	hereby, together with the obligations described hereby, together with the obligations described and become a pa	in paragraphs o and 7 of this	the default or defaults. It the	default consists of a failure to pay, when to eed, the default may be cured by paying
	covenants hereof and for such payments, with	interest as aforesaid, the prop- rantor, shall be bound to the	entire amount due at the time not then be due had no defau	e of the cure other than such portion as all it occurred. Any other default that is capable to tendering the performance required under
	out notice, and the nonpayment thereof shall, a	at the option of the beneficiary, mediately due and payable and	defaults, the person effecting and expenses actually incurre	any case, in addition to curing the detail the cure shall pay to the beneficiary all c d in enforcing the obligation of the trust of torney's fees not exceeding the amounts prov
	render all sums secured by this trust deed. constitute a breach of this trust deed. To pay all costs, fees and expenses	of this trust including the cost	by law. 14. Otherwise, the sale	e shall be held on the date and at the time
	fees actually incurred.	on or proceeding purporting to	he postponed as provided by in one parcel or in separate auction to the highest bidde	ce of sale of the time to which said property e parcels and shall sell the parcel or parce r for cash, payable at the time of sale. Tr r its deed in form as required by law convi- tihout any covenant or warranty, express of d of any matters of fact shall be conclusive. Any person, excluding the trustee, but inche
	affect the security rights or jowers of action or proceeding in which the beneficiary of any suit for the foreclosure of this deed, to	or trustee may appear, including pay all costs and expenses, in- or trustee's attorney's fees; the	shall deliver to the purchase the property so sold, but we plied. The recitals in the dee	r its deed in form as required by the ithout any covenant or warranty, express of dol any matters of fact shall be conclusive. Any person, excluding the trustee, but including the trustee, but includes the sale.
	cluding evidence of little and the count of attorney's fees mentioned in this p	paragraph 7 in all cases shall be an appeal from any judgment or	the grantor and beneficiary. 15. When trustee sell	may purchase at the sale. Is pursuant to the powers provided herein, to sale to payment of (1) the expenses of sale
	ney's fees on such appeal.		attorney, (2) to the obligati	ion secured by the trust deed, (3) to all pequent to the interest of the trustee in the
	8. In the event that any portion or all under the right of eminent domain or condem with it it so elects, to require that all or any	ny portion of the monies payable	n deed as their interests may e surplus, if any, to the grant e surplus.	from time to time appoint a secressor or
	right, if it so elects, to require the as compensation for such taking, which are to pay all reasonable costs, expenses and at incurred by grantor in such proceedings, si	in excess of the amount required ttorney's fees necessarily paid o hall be paid to beneficiary and and attorney's fees	or sors to any trustee named under. Upon such appoint trustee, the latter shall be	ment, and without conveyance to the sur- ment, and without conveyance to the sur- vested with all title, powers and duties cor- vested with all title, powers and duties cor-
	incurred by grantor in such applied by it first upon any reasonable costs both in the trial and appellate courts, necessions in such proceedings, and the balance	and expenses and attorney's feet sarily paid or incurred by bene e applied upon the indebtedness and the parties.	e- upon any trustee herein names and substitution shall be more which, when recorded in the	vested with all little, powers and unter owned or appointed hereunder. Each such appointed hereunder to the power and by written instrument executed by benefine mortgage records of the county or counded, shall be conclusive proof of proper appointed.
	and execute such instruments as shall be to nepsetion, promptly upon beneficiary's reque	necessary in obtaining such con- est.	of the successor trustee. 17. Trustee accepts	this trust when this deed, duly execute
ì	licinry, payment of its fees and presentation endorsement (in case of full reconveyances, f	on of this deed and the note to for cancellation), without affecting the indebtedness trustee many	ng obligated to notify any partial ay trust or of any action or	public record as provided by law, Frustee rty hereto of pending sale under any other of proceeding in which grantor, beneficiary or h action or proceeding is brought by trustee.
	the liability of any person for the payment (a) consent to the making of any map or a NOTE: The Trust Deed Act provides that the t or savings and loan association authorized to except of this state, its subsidiaries, offliote	plat of said property; (b) join	in shall be a party unless see	

....Evelyn Biehn, County Clerk

By Daulenc Millendale Deputy

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.

AFTER RECORDING RETURN TO

A+c

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 purpose: (see Important Notice below),

(b) for an organization, or (even if 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. * 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. GERALD LEE MERZ STATE OF OREGON, County ofKLAMATH GERALD LEE MERZ This instrument was acknowledged before me on. as of .. Notary Public for Oregon るシクラ OF BULL My commission expires 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 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 Beneticiary not lase or destrey this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be ma STATE OF OREGON, TRUST DEED County ofKlamath..... (FORM No. 881) I certify that the within instrument was received for record on the .28th day April ,19 92, at 3:27 o'clock .P.M., and recorded in book/reel/volume No. ... N92 on SPACE RESERVED page ... 9103 or as fee/file/instru-Grantor FOR ment/microfilm/reception No. 44143..., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneticiary County affixed.

\$15.00