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TRUST DEED

Vol. ma 2 pane 10208

AOI TUZO ~ Laft	F	
April	19.92,	between

THIS TRUST DEED, made this 21 day of April FELIX A. BUSTAMANTE and BILLIE J. BUSTAMANTE, husband and wife MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

GLETA WAMPLER

as Beneficiary,

CO

n 1

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 7, Block 3, TRACT 1029, SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 connection with said real estate.

FOR THE PURPOSE

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO / 100ths***

becomes due and payable. It is sold, conveyed, assigned or alienated by the grantor without first has sold, conveyed, assigned or alienated by the grantor strum then, at the beneliciary's option, all obligations secured by this instrum then, at the beneliciary's option, all obligations secured by this instrum then, at the beneliciary of this trust deed, grantor agrees:

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; and the said property. It good and workmanlike the manner any building or improvement all costs incurred therefor.

2. To complete or restore promptly may be constructed, damaged or destroyed thereon, and pay when due to losts incurred therefor.

3. To complete or granton and property; if the beneficiary so requests, to good and the said property; if the beneficiary so requests, to good and the beneficiary may require and to pay for filing same in the property is the sent of the property; if the beneficiary with the pay for filing same in the property of the restored on the said property; if the beneficiary is the beneficiary of the require, in and such other hazards agreed on the said premise against loss or damage by fire and such other hazards agreed on the said premises against loss or damage by fire and such other hazards agreed to the beneficiary with loss payable to the latter; and companies acceptable whall be delivered to the beneficiary with loss payable to the latter; and companies acceptable whall be delivered to the beneficiary as with such as a said policies to the beneficiary at least litteen days and the said property in manner of the beneficiary and latter, and policies of insurance now or hecaster placed on said buildings, the property of the property before any part of such payable to the latter, and of the property

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 is 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 to pay all reasonable costs, expenses and attorny's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorny's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness ficiary 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.

At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed rnd 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) poin in any subordination or other agreement affecting this deed or the hen or charge thereof; (d) reconveys, without warranty, all or any part of the property. The feater of any reconveys without warranty, all or any part of the property. The feater of any reconveyance may be described as the "person or prome legally entitled thereto," and the recitals therein of any matters or later shall be conclusive proof of the truthulness thereof. Truste's fees for any of the services mentioned in this paragraph shall be not less than \$5.

time without notice, either in person, by adent or by a receiver to be uponted by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of said reporting or any part thereof, in its own name sue or otherwise collect the same issues and profits, including twoe past due and unpaid, and reasonable atterney's fees upon any indebtedness secured hereby, and in such order as bone ficiary may determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of his and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation 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 respect to such payment and/or performance, the beneficiary at his election may proceed to herebose this trust deed event the beneficiary at his election may proceed to herebose this trust deed in equity as a mortfagle or direct the trustee to pursue any other tribut or the beneficiary elects to foreclose by advertisement and sale, to be beneficiary of the the beneficiary at his election may proceed to breckose this trust deed in equity as a mortfagle or direct the trustee of leavin

and expense actually incurred in enforcing the obligation of the trust deed together with trustee's 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 postported in the notice of sale or the time to which said sale may be postported in the notice of sale or the time to which said sale may be postported in the separate parties and shall seed the parted or precise in one parted on highest bidder to cash passable at the time of sale trusties shall deliver to the purchaser its deed in term as required by law the parted or parties and shall deliver to the purchaser its deed in term as required by law constraint plied. The recitals in the deed of any matters of fact shall be conclusive passiful the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the power provided herein, trustee shall apply the proceeds of sale to payment at the sale. The sale is a sale including the compensation of the truster and encountable chartee by trustees afformed. (2) to the obligation sexued by the trust deed, (3) to all persons having recorded here subsequent to the order of their private and (4) the surplus.

16. Beneficiary may from time to true appoint a successor of successor any trustee ampointment, and without conversace to the samples. Successor may trustee them interests and appears in the successor trustee appointment, and sufform the property is situated, shall be vested with all title, powers and during trustee the interest of the country or counties in which the property is situated, shall be conclusive provided by law, trustee is not only trustee the interest of the country or counties in which the property is situated, shall be conclusive provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any active deed in the mortigate records of the country or counties in wh

NOTE: The Trust Deed Act provides that the trustee hereunder must be either on attorney, who is an active member of the Oregon State Bar, a bank, not company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company activated and property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent Leansed under OSS assists to ask sea. A CONTROL OF THE CONT

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

except none.

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, family or household purposes (see Important Notice below).
(b) ሳሪት ልኩ ል ጀልተውያቸውን ለተፈዋረት የተፈዋረት የተፈ

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 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: Delete, by lining out, whichever warranty (a) or not applicabla; if warranty (a) is applicable and the beneficiary is a cr as such word is defined in the Truth-in-Lending Act and Regulation 2 beneficiary MUST comply with the Act and Regulation by making rea disclosures; for this purpose use Stevens-Ness Form No. 1319, or equiv- disclosures with the Act is not required, disregard this notice.	l, the
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Valixa	Zistamante
FEDIX A.	BUSTANANTE
XDell	S Xidelananic
BYLLIE, J	DUSTAMANTE
XOLILI	Modamante
	,

STATE OF OREGON, County of) ss.	,
STATE OF OREGON, County of This instrument was acknowledged before me on	
This instrument was acknowledged before me on	
byas	
of	

County of
OFFICIAL NOTARY SEAL ROSA ELENA M. DE JIMENEZ
Notary Public — California SAN DIEGO COUNTY

m. Expires DEC

19 22, before me, On this the 44 day of _

Rosa Elena M. de Jimene

the undersigned Notary Public, personally appeared

Felix. A.L	3 ustan	ailte	Y	Billie	Ĵ,
			Bu	staman	10
personally known to	me				

M proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _subscribed to the They ___executed it. within instrument, and acknowledged that WITNESS my hand and official seal.

Notary's Signature

GENERAL ACKNOWLEDGMENT FORM 7110 052

OF KLAMATH COUNTY

BOP-13

By Danieni Mille Mola Deputy

TRUST DEED (FORM NO. 881) SIEVENS-RESS LAW PUB. CO., PORTLAND, ORE. FELIX A. BUSTAMANTE and BILLIE B346 NORTH POINCIANA DR. EL CAJON, CA 92021	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County of		
GLETA WAMPLER P. O. BOX 134 CHILOQUIN, OR 97624		page0208 or as fee/file/instru- ment/microfilm/reception No44710, Record of Mortgages of said County. Witness my hand and seal of		
Beneficiary		County affixed.		
AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY		Evelyn Biehn, County Cler		