47109

## '92 JUL 7 AM 11 US TRUST DEED

Vol maz Page 14720

THIS TRUST DEED, made ilis \_\_\_\_\_\_ 30th \_\_\_\_\_ day of \_\_\_\_\_\_ April \_\_\_\_\_\_, 19 \_\_\_ 92 between TOWLE PRODUCTS, INC., a California corporation

MOUNTAIN TITLE COMPANY of Klamath County , as Trustee, and as Grantor, ....

LENORA D. ANDESSON

as Beneficiary.

## WITNESSETH:

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

Lot 5 Block 86, Klamatn Falls Forest Estates Highway 66 Unit, Plat No.4, as recorded in Klamath County, Oregon.

Assessor's Parcel #3711-023A0-02200

together with all and singular the tenemerus, 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each screement of granter herein contained and payment of the

sum of \_\_\_\_\_One\_thousand\_eight\_hundred\_dollars\_and\_No/100-----

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

becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

The above described real property is not currently used for agricul To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain sail property in good condition and repair; not to remove or demolish any builting or improvement thereau; not to complete or restore promptly and in dood and workmenike manner are building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs induced therefor. To complete or restore promptly and in dood and workmenike manner are building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs induced therefor. destroyed thereon, and pay when due all costs induced therefor. To comply with all laws, ordinance, i regulations, covenants, condi-tions and restrictions allecting said property; it he beneficiary so requests, to jein in executing such linanema statements pury and to the Uniform Conver-proper public off or searching agencies as may be dremed desirable by the beneficiary. 4. To provide and continuously maints n interest of the trutter of the there there are the searching agencies are interested to the Uniform Converse.

tions and restrictions alfecting said property 1, the to the Uniform Converse-tion in executing such immercial such any tor time same in the pro-cal Code as the beneficiary may require the cost of all lien searches made proper public officer, as way the discrete discrible by the sentilizer, provide and continuously maints a insurance on the buildings of the search of the said premises a gains loss of damage by the maint of the cost of the beneficiary, may thom time to the whiten in an amount not less than 3. Comparing acceptable to the beneficiary with cost pushle to the latter: all comparing acceptable to the beneficiary with cost pushle to the latter: all comparing acceptable to the beneficiary with cost pushle to the latter: all comparing acceptable to the beneficiary with cost pushle to the latter: all collicies of insurance thall be delivered to proc ure any such insurance and to it the grantor shell hall for any fast less titeen days prior to the "criterian collicies of insurance now or beneficiary the bardinary. The beneficing with the relaxed to grant the second second second second second collicy reads any line or other insurance policy may be applied beneficiary at done pursuant to acchoring the form or sitruction lens and to pay all the thread, may be released to grant the second second invalided any at done pursuant to acchoring the form or sitruction lens and to pay all the second part delay of all to mark program and the read and the around of the definition and prompile deliver any the definity should the frants all to mark program and the pay all the such payment of the definition any pay the asylication or release shall any ast thereof, may be all to mark program of the payment of the second property before any part of suck in any asymptic mark at done payment. The definition and prompile deliver any any second any ast thereof, may have any pay at lease the payment of the trave, assessment methods any interest at the any and the pay and of the relay of the mark with which eo by direct paym

and, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in granting any essence or creating any restriction. thereon: (c) join in any granting any essence of or creating any restriction. thereon: (c) join in any suburdination or other agreement affecting this deed or the lien or charge suburdination or other agreement affecting this deed or the lien or charge suburdination or other agreement affecting this deed or the lien or charge suburdination or other agreement affecting this deed or the lien or charge suburdination or other agreement affecting this deed or the lien or charge suburdination or other agreement affecting the as the "person or persons grantee in any provinvance may be described as the "person or persons by end of the truthulness thereof. Trustee's tees for any of the source, when the not less than \$5.
Strukter mentioned in this paragraph shall be not less than \$5.
I.O. Upon any determit by grantor hereunder, heneliciary may at any time without notice, either in person, by adent or by a receiver to be appointed by a court, and without refer upon and take possession of suit property, industred on the other as here possession of suit property, is and expenses of "person and cake possession of suit property, the same."
II. The entering "inpon and taking possession of said property, the collection of such refers. Issues and prolits, or delault hereonds for any laking or damage of the imported, and in such order as been property, and the application or release thereof as alcressid, shall not cure or waive any delault or notice of delault hereunder or invalidate any secured negative as a morgase or direct the trustee to any advertise and appressive and proliter.
I. The entering "inpon the thereof as alcressid, shall not cure or waive any delault or notice of delault hereunder or invalidate any et al." The beneficiary may deletion may delault by granter in parment of any indehedness secured hereby is

the manner provided in ORS 86.735 to 85.795. 13. After the trustee has commenced to consume by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cur-the delawle or delawlits the delawlt consists of a lasilure to pay, when due sums secured by the trust deed, the delawlt may be cured by paying the entirs amount due at the delawlt consists of a lasilure to pay, when due sums secured by the trust deed, the delawlt may be cured by paying the being cured my be cured by tendering the performance required under the being cured my be cured by tendering the performance required under the delawlts. The person effecting the cure shall pay to the beneficiary all costs and expresses actually incurred in enforcing the obligation of the trust deed together with trustes and attorney's tees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and it is the top the date of the sale shall be held on the date and it is the top the date of the sale shall be held on the date and it is the top the date of the sale shall be held on the date and it is the top the top of the sale shall be held on the date and it is the top the sale shall be held on the date and it is the top of the sale shall be the the top of the sale shall be held on the date and it is the top the top of the sale shall be held on the date and it is the top of the t

together with trustee's and attorney's tees 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 range the postported as provided by law. The trustee may sell said property either is one parcel or in separate parcels and shell sell the parcel or parcels at satisfies the highest bilder for cash, payable at the time of sale. Trustee shell deliver to the purchaser to cash, payable at the time of sale. Trustee shell deliver to the purchaser of the ded in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The rectable in the ded of any matters of lact shall be conclusive proof of the trusteribulines thereof, any perchase at the sale. 16 When tension and percentage the powers provided herein, trustee 16 When tension and percentage to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale. 15. When trustee wills sumsuant to the powers provided herein, trustee shall apply the proceeds of sale to perment of (1) the expenses of sale, im-shall the compensation of the trustee and a teasonable charge by trustee's strong, (2) to the obligation secured by the trust deed, (3) for all persons around, the conservation of the interest of the unstated in the rust strong, conded liens subsequent to the interest of the unstate and (4) the surplus, if any, to the grantor ar so has successor in interest entitled to such surplus, if any, to the grantor or so has successor in interest entitled to such

surplus. I. Beneliniary may from time to time \$200000 a successor of success sors to my trustee needs herein or to any successor trustee appointed here-under. Upon such appointement, and without conceptance to be successor truster in trustee neith be vested with all file, power back and furties conferred trustering trustees herein named or appointed hereunder. Each such appointment and subjuttions shall be made by written instrument recently by beneficiary, which, when recorded in the morigide records of the country or counties and which the property is situated, shall be counted using appointment of the successor trustee.

of the successor frustee. 17. Trustee accepts this trust when this dead, duly executed and achonolided is mode a public record as provided by law Trustee is no abligated to notify any parts hereto at prending sale under any other deed o trust or fary action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. Trustee

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, trust company or savings and loan association authorized it do business under the laws of Gregon or the United State, or a title insurance tampany authorized to insure title to real property of this state, its subsidiaries, altilitairs, agents or branches, the United States or any agency thereof, or an estrow agent licensed under OFS 696.505 to 696.585.

 $F_{i}^{(a)}$ 

The grantor covenants and egrees 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.

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 if grantor is a natural person) are for business or commercial purposes.

This deed applies to, impres 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 name: 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 (n) or (b) is net applicable; if warranty (a) is applical le and the beneficiary is a creditor as such word is defined in the Truth-in-ending Act and Regulation X, the beneficiary MUST comply with the Act and Regulation by making required discissures; for this purpose use Stevens-tless form No. 1319, or equivalent. If compliance with the Act is net required, disregerd this notice. STATE OF CALIFORNIA ) COUNTY OF SANTA CLARA)<sup>SS.</sup>

30, 1992, before me, the undersigned, 2 Notary Public in and for said State, personally 0n April appeared HCHARD PHILIP MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and KATHLEEN EMERY MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Langra Notary Public



Beneficiary

TOWLE PRODUCTS, INC., a California corporation

marias

MARKS, Secretary

ARD PHILIP MARKS, President

REQUEST FOR FULL RECONVEYANCE

To be used anly when obligations have been paid.

10.

, Trustee

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دغا بالسلأ بالأراسة سن

The undersigned is the legal tweet and holder of all indebtedness secured by the loregoing trust deed. All sums secured by said trust door have been fully paid and satisfied. You hereby are directed, on payment to you of any sume owing to you under the terms of toid trust deed or pursuant to start to, to cancel all evidences of indebiodness secured by said trust deed (which are delivered to you herewith sogether with said trust des 1) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate new held by you under the same. If all reconveyance and documents to

DATED:

Do not lass or destroy this frost Dood OR THE NOTE which it ears we. Both must be delivered to the trustee for concellation before reconveyance will be m

TRUST DEED (FORM Me. 881-1) ***********************************	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County of Klamath ss. I certify that the within instrument was received for record on the 7th day of July 19.92, at 11:06 o'clock A.M., and recorded in book/reel/volume No. M92 on page 14720 or as fee/file/instru- ment/microfilm/reception No. 47109, Record of Mortgages of said County. Witness my hand and seal of County affixed.
Lenora D. Anderson Hacienda Carmel #294		Evelyn Biehn, County Clerk NAME
Carme1; CA 93921		By Develone Mullemoloro Deputy
에 가장 것을 알려야 했다. 또한 것을 가 있는 것이다. 이 이 아파 이 같은 이 가장이었는 것을 알려야 한다.	Fee \$15.00	