ATC J Vol.mg 2 Page 29006 1347 8 Mars o 1110 46 \*92 DEC TRUST DEED 19 92 between 54898 22 day of \_ June THIS TRUST DEED, made this 92 Clarice Tsuchiya as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH 18 in Block 38 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, COUNTY, OREGON, described as: 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. and a second to be an experimental for the second second second second second second second second second secon A second A second s 15 6 71 The date of maturity of the debt secured by this instrument is the date, stated above, on whice the whithin described property, or any part thereof, or any interent therein is sold, agreed to be obtained the written content or approval of the beneficiary's option, all e obtained the written content or approval of the beneficiary's inten, at the beneficiary's option, all e correspondences to the security of this trust deed, grantor agreet:

To protect, preserve and maintain said property in gond condition and repair;
To protect, preserve and maintain said property in gond condition and repair;
To protect, preserve and maintain said property in gond conditions and repair;
To comply with all laws, ordinances, efficiency so requests, to join in executing of the proper yubilic officer of the proper public officer of the proper public officer of statements pursues in the proper public officer of statements pursues in the proper public officer of statements of the proper filling officers or sacrothing agencies at the beneficiary may procure the same algo we or equate and econtinuously maintain insurance and such other and such officers or any such fluxance and algo premises adjust insure or unagati, a coerplable to the beneficiary may procure the same algo we or equate and a continuously maintain insurance shall be delivered to the the proper public of insurance may or exemption to the the premise against insure of insurance shall be delivered to the same of any may become all and on any such insurance and such of the proper proving the exemption to the the proper while all thereoficers may procure the same exect and such other the proper public of insurance may or exemption to the septements, maintain insurance and such other any approxement indiversal fail for any reason to including the event of the proper proving the executed or the transmance presentale to the same exect in the proper prise indiversal fail for restriction thereon; [c] join in any subordination or other agreement affecting this deed or the lieu 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 the property. The grantee in any and the rectuals therein of any matters or facts shall be conclusive proof of the truthiness thereof. Trustes faces for any of the zervices mentioned in this parsgraph shall be not less than 33. Upon any default by grantor hereunder, beneficiary may at any time with 10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person, by genet or by a veceiver to be appointed by a court, and without regard to the adequacy of any security or the indecidents thereby meured, without regard to the adequacy of any tocurity for the indecident hereby meured, without regard to the same, less costs and expenses of operation and collection, unpaid, and apply the same. These subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's fees and beneficiary may determine. including reasonable altorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of sud property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies of such rents, issues and profits, or the proceeds of fire and other insurance policies of incomplexition or awards for any laking oddingse of the property, and the complexition or awards for any indexing of any indebulents secured hereb, and notice of default hereunder or invalidate any let done pursuant to such notice. notice of default here under on invalidate any let done pursuant to such notice. I. Upon default by grantor in popurander, the beneficiary may declare all nor is using formance of any ogreement in population and in the above is curred hereby insufediately due any proceed to foreclare this the beneficiary may proceed to foreclare this trust deed in equity, as a mortage in the such provided by law for morigage foreclosures. However, if suid real property is not to currently used, the beneficiary and his election to suit the earlier and cause to be receased his water notice of default and his election to suit the earlier the dot in equity as a mortaget of the suits deed in the manner provided by divertisement and sale. In the latter notice of default and his election to suit here and the to be receased his water strust deed in the manner provided the of such that the strust estall fis the latter and proce of boy ORS 86.740 to 88.750. 13. Should the beneficiary dect to foreclase by divertisement and sale then offer default at any time prior to five days before the date set by the fine, manner then day and atomers of the trust ed and the obligation secured there y lincluding ecus under the terms of the trust ed and the obligation struste portain of the principal and atomers fees notice of sale. The trustee may sell sale dispation the entire dispatie and the base ficiary or with this obligation. To oppear in and defend any action or proceeding purporting to effect the scurity rights or powers of beneficiary or trustee, and in any tuit, action or proceeding in which the beneficiary or trustee new appear, including any surj or the proceeding in which the beneficiary or trustee information evidence of title and forelosure for sor trustees a atomic or the trustee then the prevailing party shall be beneficiary is or trustees atomic or the trustee then the prevailing party shall be even the grane atomery's fees therein described; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken. excluding the trustee, but including the grantur and beneficiary, may purchase at the sole. 15. When trustee sells pursuant to the powers provided herein, trustee thall exply the proceeds of sale to payment of [1] the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, [2] on the obligation secured by the trust deed, [3] to all persons having recorded terms of the interest of the trustee attorney, [2] on the successor in hierest of their priority and [4] the supplus, if any, to the grantor or to any successor their priority and prime deed as their interest may accessor trustee, the latter shall be very prior to the successor trustee attorney trustee attorney for an interest of any trustee attorney trustee attorney trustee attorney for any reason permitted by law beneficiary may from time to time appoint a successor trustee. Upon successor trustee, the latter shall be very on the all the lay law and appoint and province of their priority and primet accessor trustee. The shall be very of the or the addies on former any reason been and any trustee here and a component of the successor trustee in named on environment. Bowers and during the successor trustee in a successor of the count or component to the successor trustee in a successor the priority of the count or comment and which when recorded which when recorded which when the other of the successor trustee accents this trust when this deed dury or counties in which the or former appoint. The successor trustee is the successor trustee is the successor provide the provide the provide the provide the successor reasons and the successor provide the successor provide the successor in the successor provide the provide the successor provide the successor in the successor provide the provide the successor provide the provide the successor provide the successor in the successor in the successor in the successor provide the provide the successor provide the provide the provide the provide the provide the provide th It is multually agreed that: 8. In the event that any portion or all of said property thall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right. If it so relets, to require that all or any portion of the moniter payable as compensation for elects, to require that all or any portion of the moniter payable as compensation for such taing which are in excess of the amount up of incurred by grantor in such transmod attorney's fees necessarily paid or incurred by grantor in such recessarily paid or incurred by 's ffei are in such for any recording, and the binor recessarily paid or incurred by 's ffei are in such and be necessary in septied upon the indebision promptly upon beneficiary's request. 9. At any time and from time to time upon written request of beneficiary, again of its feas and recellation, without affecting the liability of any case of full resund programe, for concellation, without affecting the liability of any case of full resund programe, for concellation, without affecting the liability of any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any set of the payment of the indebiguity in the making and easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join the granting any easement or creating any of any map or plat of said property; (b) join the granting any easement or creating any of any map office of initiated, shall be conclusive proof of productions and acknowledged property it situated, shall be conclusive proof of product duly executed and acknowledged 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 the made a public record as provided by law. Trustee is not obligated to not any action of party here to of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a perty unless such action or proceeding is brought by trustee. 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 titled thereto 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 reasonings and loan association authorized to do 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, or the United States or any agency thereof. NOTE

13-907AN

and that he will warrant and forever defend the same against all persons whomsoever. 2900 adverter a 3996S 201 The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)<sup>a</sup> primarily lor grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) lor an organization, or (even it grantor is a natural persoh) are for business or commercial purposes other than agricultural This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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. You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the signing of the contract or agreement. If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing. Clavie Sauby \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is net applicable; if warranty (a) is applicable and the baneficiary is a creditor or 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. If compliance with the Act not required, disregard this notice. watness : Chus Ha STATE OF HAWAII, CITY AND COUNTY OF HONOLULU i ss. AUG 2 4 1992 before me, the FOR NOTARY SEAL OR STAMP personally appeared\_ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That <u>he</u> resides at 59-293 Ke Nui Read <u>Haluiva, Hawaii 96712</u>; that <u>he</u> PUBLIC was present and saw Clance Tsychiya to be the person described in, and him personally known to \_ whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed <u>her</u> name thereto FEAN & CORTEZ as a witness to said execution. NOTARY PUBLIC for the State of Hawall My Commission expires: Nov. 14, 1995 Notary Signature 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 TO: I ne undersigned is the legal owner and noider of all indebicaness secured by the toregoing 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 socured 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 DATED: Beneficiary Do not loss or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON TRUST DEED ss. County of ...... Klamath ..... I certify that the within instrument was received for record on the ...8th. day of ..... Dec...., 19.92..., at 10;46 ... o'clock A ... M., and recorded in book .......M92... on page .....29006 Grantot SPACE RESERVED Record of Mortgages of said County. Witness my hand and seal of FOR RECORDER'S USE County affixed. Beneficiary FNRS FIDAUCIAL CONP. 222 EAST HUNTINGTON Drive Evelyn Biehn County Clerk Title monto vi A, CA 91016 By Dauline Miller de Deputy A+++ X. DAVA Ref: 7213-90225 Fee \$15.00