39041 Vol.<u>mga</u>Page 29009 AN 10 46 TRUST DEED 54900 "92 DEC ņ 19 92 between THIS TRUST DEED, made this 16 day of MAY Chais ANN Aliconar and Allan Alinsunurin husband And wife as Grantor. ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH WITNESSETH: COUNTY, OREGON, described as: Lot _24 in Block _4/ of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. en fuit en ant ant anter the second teachtra an character statement inter anter ant an entertaine statement an anter the second star beneficiary or order and made by grantor, the final payment of principal and interest increan according to the terms of a promissory note of even usite nerewin, papate to be beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 104 104 10500 2002 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of soid note becomes due and payable. In the event the within described property, or any part thereof, or any hart thereof, interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written content or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. +2002 obtained the written content or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.
The above described real property is not currently used for agricultural, timber or grazing purposes
To protect, preserve and maintain said property in good condition and repair:
To protect preserve and maintain said property in good condition and repair:
To comply with diag property.
To complete or restore promptly and in good and workmanlike manner any permit any waste of said property.
To complete or restore promptly and in good and workmanlike manner any permits any building or improvement thereon, not to commit or any building or improvement whichmay be constructed, damaged or destroyed hereon, and pay when due all coats laws, ordinances, regulations, conditions, and any any request of all lien searches made by films same in the proper por scatching agencies are the beneficiary may freq out of all lien searches made by films of the property in such finaurance is and promatine to mitter on the said premises against nots or damage by fire and such often other and any procure in an anionation to itest than there and any procure in an anionation to test the anner all policies of insurance and the deliver and protect is and policies of insurance filter on the said premises against nots or damage by fire and such often other and the alter and protect to the beneficiary may fire on the latter aid policies to the beneficiary as soon at insurance; if the grantor shall fail for any recomment learn any protect to the beneficiary procure that and a such finaurance and the deliver and protect is and policies of any protect to the beneficiary and in deliver side opticet to the beneficiary and in deliver side opticet to the beneficiary and indebied in a deliver and policies of order as beneficiary and the deliver and policies of any protecer to any belevit and an restriction thereon; (c) join in any subordination or other agreement affecting 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 he property. The grantee in on and the rectilats therein of any matters or facts shall be conclusive provof of the threuthfulness thereof. Trustes i fees for any of the services mentioned in this paragraph shall be not less than \$5. If the services is the service of the truthfulness thereof. Trustes i fees for any of the services mentioned in this paragraph shall be not less than \$5. If the services of the service of the indebiedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking patterstion of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any dressid, shall not cure or walve any default or application or cured thereof as a successid, shall not cure or walve any default in this performance of any agreement hereunder, the beneficiary may detered by or 12. Upon default by grantor in payment of any indebiedness zeured here y or in this performance of any agreement hereunder, the beneficiary may declare all the above the default hereunder or involution and payshells. In such an event and if the above tescende hereby immediately due you for agricultural, timber or graing purpose the beneficiary may proceed to foreclase this trust deed in equity, ar a mortgage in the namer provided by law for mortgage foreclosures. However, if said real property is not so currently used. The beneficiary or the trustee that for the tarties that lection to sail the lattice over the beneficiary in the tarties that lection to sail for the lattice that any proceed to foreclose this and cause to be recorded his written notice of default and his election to sail for the said described real property to sailify the observe the notice hereofy where upshe are provided his written notice of agricult and his telection to sail for the and cause to be recorded his written notice of all and his telection to sail the said by law, and proceed to foreclose this trust deed in ORS/66. 740 to 88, 750. 13. Should the beneficiary elect to foreclose by advertisement and sale them after default and the beneficiary elect to foreclose by advertisement and sale them after default of any time. part thereof, may be released to grantor. Such appreciations of there was a data particular value any default or notice of default hereunder or invalidate any act dame pursuant value any default or notice. S. To keep said premises free from construction liens and to pay all taxes. S. To keep said premises free from construction liens and to pay all taxes. S. To keep said promises free from construction liens and to pay all taxes. S. To keep said promises free from construction liens and to pay all taxes. S. To keep said prompting deliver receipts therefor to beneficiary: should the due or delinquent and prompting taxes, astessments and other charges that may be levied or astessments. The pay all taxes astessments in the other charges that may takes astessments. The said taxes astessments in the other charges that may takes astessments. The said taxes astessments and other charges that be there of the tax saids as the payment or by providing other charges payable by grantor, either by direct payment or by providing bother charges payable by grantor, either by direct payment or by providing topolon, make payment thereof, and the anount so paid, with interest at the robot of the fast of the tax which is make such payment, beneficiary may, at its beneficiary with funds with which to make such payments. Beneficiary may, at its paragraphs 6 and 7 of this trust deed shall be added to and become a part of the debig topolon. The covenants hereof and for such payments, with interest as aforesaid, the property here covenants hereof and for such payments, with interest as aforesaid, the transfer here payment the beneficiary, reached any of the covenants hereof and for such payments, when the nonpayment payments shall be immediately due and payable without notice, and the nonpayment payments shall, at the option of the baylebe without notice, and the nonpayment thereof shall, at the option of the baylebe without notice, and the nonpayment payments shall, at the option of the baylebe without notice, and the nonpayment paymen Instee show his the line while this trust deed in the manner provided in ORS/86.740 low, and proceed to foreclose his trust deed in the manner provided in ORS/86.740 to 86.793. 3. Should the beneficiary elect to foreclose by advertisement and sale then 3. Should the beneficiary elect to foreclose by odvertisement and sale then after default at any time prior to five days before the date set by the trustee for the the beneficiary of the trust deed and the obligation secured, the obligation and trustee's under the termicially incurred in enforcing the terms of the obligation and trustee's and expenses they be due had no default occurred, and hereby tincluding costs and expenses they be due had no default occurred, and shereby cure the default, in swould not secreding 30 each 1 definition secret the default, in swould not secret and the obligation secret and at the time and place 14. Other when the sale shall be held on the date and at the time and place 14. Other when the provide of the time of sale. Trustee shall deliver to the highest bidder din form as required by law conveying the property so sold, but without any scowenant or warranty, express or implied. The residuation in the deed of any without any scowenant or warranty, express or implied. The residuation in the deed of any working the trustee, this musicable purchase the shall be conclusive proceeding the property so sold, but sectuaring the trustee, this musicable purchase the different. Any person, association or warranty, express or implied. The residuation in the deed of any without any scowenant or warranty conclusive proce and scients in the deed of any sole. 14. When trustees this pursuant to the powers provided herein, trustee shall able. with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the recurity rights on the beneficiary or trustee; and in any suit, action or proceeding in which evel, to pay all costs and expenses, including any suit for the proceeding of this true beneficiary or trust end of the true of this and foreclosure of this true of the beneficiary or the true of the true of the true beneficiary 3 and the beneficiary or the true of the true of the true the beneficiary as the true of the true of the true of the true of the true between the of the attempt the beneficiary or the trustee then the previous party shall be entitled to the attempt the therein described; the ancount of attempt's fees appellate court if an appeal is taken. It is mutually agreed that matters of lact shan as conclusive proof of the runnyuness increase. Any person, excluding the nurse, but mising the grantor and beneficiary, may pursiase at the safe 3. When trustee sells pursuant to the powers provided herein, trustee shall compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the powers proceeds of the proving the charge by trustee's attorney, (2) to the subgravent to the interest of the trustee charge by trustee's attorney, (2) to the power the order of their priority and the surplus. If any, to the grantor or to subgravent to the interest of the trustee of the surplus. If any, to the grantor or to make the order of their priority and the surplus. If any, to the grantor or to appear in the order of their priority and the surplus. If any, to the grantor or to appear in the order of their priority and the surplus. If any to the grantor or to appear in the order of their priority and the surplus. If any to the grantor or to appear in stress priority and the surglust. It is successor trustee, the latter shall be vested with all title, powers and duites conferred successor trustee, the latter shall be vested with all title, powers and duites conferred substituition shall be made by written instrument executed by beneficiary, could in the office of the County Clerk or Revorder of the county or counties in which the office of the County Clerk or Revorder of proper appointment of the successor trustee. I. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee shall be a party unless such action proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. It is multitually agreed that: R. In the event that any portion or all of said property shall he taken under the right of eminent domain or condennation, the montes payable as compensation for such taking, which are in excess of the amy paid or incurred by grantor in such expenses and attorney's fees necessary and applied by it first upon any reasonable costs and expenses and attorney's fees, hereby, and grantor agrees, at its applied upon the indexisting fees, both in the trial and appelate Solance expenses and attorney's fees necessary and agrees, at status proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appelate solance extension in a second attorney's and grantor agrees, at its own expense, to take such actions, promptly upon beneficiary's request. 9. At any time and promine to time upon written require molesment (in gavent, of take payment of the indebiedness, trustee may (a) second to the making of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join the making any easement or creating any of any map or plat of sold property; (b) join the 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 hereur.der 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 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.

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and that he will warrant and lorever defend th		29010
The grantor warrants that the proceeds of th (a)* primarily for grantor's personal, family, (b) for an organization, or (even it grantor	a natural persoh) are for business or comm	percial purposes other than agricultural
purposes. This deed applies to, inures to the benefit of tors, personal representatives, successors and assigns contract secured hereby, whether or not named as a contract secured hereby, whether or not named as a	and binds all parties hereto, their heirs, le The term beneliciary shall mean the holde eneliciary herein. In construing this deed an or, and the singular number includes the p	gatees, devisees, administrators, execu- r and owner, including pledgee, of the d whenever the context so requires, the lural.
IN WITNESS WHEREOF, said grar	or has hereunto set his hand the day	and year first above withen.
signing of the contract or agreement.	and the second second second second second	Interstate Land Sales Registration.
If you did not receive a Property Report prepared pursi U.S. Department of Housing and Urban Development, i be revoked at your option for two years from the date of	igning.	-
* IMPORTANT NOTICE: Delete, by lining out, whichever not applicable; if warranty (a) is applicable and the bu- or such word is defined in the Truth-in-Lending Act beneficiary MUST comply with the Act and Regulation disclosures. If compliance with the Act not required,		ann allicanare Alinsunurin Chury Hanger
	STATE OF HAWAII,	
	CITY AND COUNTY OF HONG	
FOR NOTARY SEAL OR STAMP	undersigned, a Notary Public in	and for said County and State,
	known to me to be the person who	ose name is subscribed to the within to being by me duly sworn, deposed
SINGTAR	and said: That <u>he</u> resides a Haleiwa, HT 96712	at <u>59-293 Ke Nui Road</u> ; that he
A CHEICE		Alinsunurin,
angeland and a second	potocial is subscribed to the	to be the person described in, and e within and annexed instrument,
JEAN A. CORTEZ NOTARY FUBILIC	execute the same; and that affiant s	subscribed <u>their</u> name mereu
	as a witness to said execution.	1 A _A
for the State of Hawaii My Commission expires: Nov. 14, 1995	Notary Signature	nA. Conty
for the State of Hawaii My Commission expires: Nov. 14, 1995	Notary SignatureM be used only when obligations have been paid. , Trusteo lor of all indebtedness secured by the lorog hereby are directed, on payment to you of all evidences of indebtedness secured by sa movey, without warranty, to the parties desi	toing trust deed. All sums secured by sai any sums owing to you under the terms of id trust deed (which are delivered to yo gnated by the terms of said trust deed th
for the State of Hawaii My Commission expires: Nov. 14, 1995 TO: The undersigned is the legal owner and he trust deed have been tully paid and satisfied. Yo said trust deed or pursuant to statute: to cancel	Notary SignatureM be used only when obligations have been paid. , Trustee ter of all indebtedness secured by the foregone bereby are directed, on payment to you of all evidences of indebtedness secured by sa invey, without warranty, to the parties desi- noveyance and documents to	toing trust deed. All sums secured by sai any sums owing to you under the terms o id trust deed (which are delivered to yo gnated by the terms of said trust deed th
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