FORM No. 881—Oregon Trust Deed Series—TRUST DEED		COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PO	RTLAND, OR. 97204
61352 THIS TRUST DEED, made	TRUST DEED this 44 day of	Vol.m93 Page 10)608 @
SUSAUNA V	OWEN	, 19.00	, between
in the contract the court of the contract of t		The second of th	
as Grantor, ASPEN TITLE REALUETT INC. H	LESCRON CORPORATION	, as <i>T</i>	rustee, and
	a di inggelenne berena maener unu	A LONG State of the Control of the C	
Grantor irrevocably grants, be in	WITNESSETH: argains, sells and conveys to trust unty, Oregon, described as:	ee in trust, with power of sale, t	he property
Lot 9, Buck 14, K Plat 1, Klammi (-Esmet, /harway	66

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 connec-

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 granter herein contained and payment of the sum of SUEN THOUSED TORTY JK J TYLOO DECARY

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Thouse The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent 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 berein, shall become immediately due and payable.

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then, at the beneficiary's option, all obligations secured by this insherein shall become immediately due and payable.

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Form IN CREMINING LIER finishing states in the Uniform Commercial Code as the beneliciary may require the proper public office or offices; as well as the cost of all fine same in the proper public office or offices; as well as the cost of all fine same in the proper public office or offices; as well as the cost of all fine same in the proper public office or offices; as well as the cost of all fine same in the proper public office or offices; as well as the cost of all fine same in the proper public offices or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$.

companies acceptable to the beneficiary may from time to time require, in an amount not less than \$.

companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; it the grantor shall fail or any reason to procure any such insurance and to deliver said policies to the beneficiary at least litteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To keep said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or dayains said property before any part of such payment of my facts, assessments, and other charges that may

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 so 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 attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or incurred by branchicary 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.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting 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; (e) join in any subordination or other agreement allecting this deed or the lien or charde thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthluness thereof, Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent of ya receiver to be appeinted by a court, and without regard to the advances of the same and profits, including those past due and unpaid, and apply the same, ety or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application 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.

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 or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortigage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or tend his election to exclude the state of the recorded his written notice of default and his election to exclude the state of th

and expenses actually incurred in enorcing the obligation of the trust deed together with trustees and attorney's lees 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 postponed as provided by law. The trustee may sell said property either in the parcel or in separate parcels and shall sell the parcel or parcels at another parcel or in separate parcels and shall sell the parcel or parcels at another parcel or the buthest bidder for cash, payable at the time of sale. Trustee shall delice to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters of lact shall be conclusive proof of the truthulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall soll proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a resovable charke by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus.

surplus, if any, to the franter or to his secresse in interest entitled to such surplus.

16. Beneikiary may from time to time appoint a successor or successors to any trustee anamed herein or to any successor trustee appointed hereinader. Upon such appointment, and without conveyance to the successor trustee. The latter shall be vested with all title, powers and dustriction shall be made by written instrument executed by beneficiary, which, when treorded in the mortgage recouls of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 party hereto of pending sale under any other deed of trust or of any action or proceeding in which franter, beneficiary or trustee shall be a party unless such action or proceeding in brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attain or savings and loan association authorized to do business under the laws of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States attainey, who is an active member of the Oregon State Bor, a bank, trust company good or the United States, a title insurance company authorized to insure title to real acts or any agency thereof, or an escraw agent licensed under CRS 676.555 to 606.585. The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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 it 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. SUSAZNA V (If the signer of the above is a corporation, use the form of acknowledgement opposite.)

(RIFLUIA:
STATE OF ORDERS), California STATE OF OREGON, County of .. Los - Angeles --This instrument was acknowledged before me on This instrument was acknowledged before me on July 3, 1990 ..., by **Susanna V Owen** Notary Public for Oregon (SEAL) My commission expires: Feb. 7, 1994 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid 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 DATED: Beneficiary less 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. TRUST DEED STATE OF OREGON. County of Klamath I certify that the within instrument; was received for record on the 12th ay May 15 93 of at 10:56 o'clock AM., and recorded in book/reel/volume No. M93 on SPACE RESERVED page 10608 or as fee/file/instru-FOR RECORDER'S USE ment/microfilm/reception No. 61352 Record of Mortgages of said County. Witness my hand and seal of

Fee \$15.00

KENDETT, INC 4550 W CAKEY, #108

M. VERM NU PRIOR

County affixed

Evelyn Biehn, County Clerk

By Cauline Mullendere Deputy