

NL
ASPERN NO. 0304-511

TRUST DEED

Vol. 94 Page 3696

5451

THIS TRUST DEED, made this 21st day of January 1994, between

HARRY J. EWING and SUZANNE EWING,

ASPERN TITLE & ESCROW, INC.

WADE S. LUNDE

, as Grantor,

, as Trustee, and

, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 13, Block 304, DARROW ADDITION TO THE CITY OF KIAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DD TAX LOT 4000

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 therefrom and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-SIX THOUSAND FIVE HUNDRED and NO/100

(\$26,500.00) Dollars, with interest thereon according to the terms of a promissory 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 , 19

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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 herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers 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 property, against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ Insurable value written in 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; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any life 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.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE. 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, 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, in the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

TRUST DEED

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19

o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No.

Record of of said County.

Witness my hand and seal of County of

NAME
By DeputyAspern Title & Escrow Inc.
Collection Dept.

3697

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees 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 fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance so applied upon the indebtedness secured hereby; and, grantor agrees, at its own expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, provided, however, that such compensation may be paid to beneficiary, and applied upon beneficiary's request.

9. At any time and from time to time during the continuance of this instrument, grantor may, upon notice to beneficiary, cancel the note for and release the same to the extent of the amount so paid to beneficiary.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, 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 the property; (b) join in granting any easement or creating any 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 persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee, to be appointed by a court, and without compensation, shall, at its own expense, to take such actions and execute such instruments as shall be necessary

~~any paragraph shall be not less than \$5.~~ ~~be conclusive proof of the truthfulness thereof.~~ Trustees
to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take
possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits due and unpaid, and apply the same, less costs and expenses of operation and
indebtedness secured hereby, and in such order as may be deemed best.

11. The offering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of the same, secured hereby, and in such order as beneficiary may determine, and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, 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 or in grantor's performance of any covenants due and payable. In such an event the beneficiary may sue in his name or in the name of the trust to collect the same.

[Redacted] any act done pursuant to such notice.

13. After the trustee has commenced foreclosure 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 cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in making the cure.

14. Otherwise, the sale shall be held on the date and at the place specified in the notice of default and sale, unless otherwise provided in the trust deed. The sale may be postponed as provided in ORS 86.755.

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 sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell a parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustees shall deliver 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 recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee and his or her
15. When trustee sells pursuant to the powers provided in the instrument of trust, the trustee, his or her
successor, and his or her attorney, all costs, and expenses actually incurred in enforcing the
trustee's rights, including attorney's fees not exceeding the amounts provided by law.

15. When trustee sells, pursuant to the powers provided herein, trustee shall apply 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) to the obligation secured by 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, if any, to the grantor, or to any successor in interest entitled to such.

16. Beneficiary, may from time to time appoint a successor or successors to any powers and duties conferred upon him/her/itself hereunder. Upon such appointment, and with the consent of the other beneficiaries, the new beneficiary shall succeed to the rights and obligations of the predecessor.

any, to the grantor, or to any successor in interest entitled to such surplus.
From time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be done by written instrument executed by beneficiary, which, when recorded in the mortgage records 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully entitled to the title to the real property described in this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee, if any, is bound to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party, unless such action or proceeding is brought by trustee.

as described note and this trust deed are:
IN WITNESS WHEREOF, the grantor has executed this instrument.

WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

X *HARRY S. EWING*
X *SUZANNE Ewing* *By Harry S. Ewing*

NOT IN FACT

STATE OF OREGON, County of *This instrument*

This instrument was acknowledged before me on _____ ss.
by _____
To _____

*This instrument was acknowledged before me on _____, 19_____.
by _____*

...go before me on... , 19 —

of _____ 3000 TEL-XAL-ADCE-EUOE-AWET 11 MAY 1961

CHIEFTAIN, 3000 ft. above sea level.
13° RIVER 700 ft. above sea level.

My commission expires **Notary Public for Oregon**

REQUEST FOR FULL RECONVEYANCE (To be used only when obligation have been paid.)
SACRAMENTO COUNTY DEEDS BUREAU 2012 EDITION
RECORDED IN SACRAMENTO COUNTY, CALIFORNIA

*undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All
is fully paid and satisfied. You are directed, on payment to me, to cancel all existing
or purview to statute, to cancel all existing
with the state.*

[Redacted] is secured by the foregoing trust deed. All sums secured by the trust, or payable to you under the terms of the trust deed, shall be directed, or payment made to you of any sums owing to you under the terms of the trust deed, or otherwise secured by the trust deed (which are delivered to you herewith, or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed) and to recover, without warranty, to the person designated by the terms of the trust deed, and to reconvey and deliver to [Redacted] all such lands as are held by [Redacted] under the terms of the trust deed.

Under the same. Mail reconveyance and documents to: _____

19
or destroy this Trust Deed OR THE NOTE which it secures,
delivered to the trustee, for the benefit of the
trustees, for the benefit of the beneficiaries.

RECEIVED OR THE NOTE WHICH IT SECURES.
DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE
RECEIPT OF PAYMENT

18522 DEED
Beneficiary _____
CHICAGO BUNNINGS WOODS - LENSES USED

0-100-11402-11 KRAZ

10. The following table shows the number of hours worked by each employee in a company.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CALIFORNIACounty of SANTA CLARAOn 1-27-94 before me, LINDA E. LOCOCO, NOTARY PUBLIC

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared HARRY J. EWING

NAME(S) OF SIGNER(S)

 personally known to me - OR proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument and ac-
knowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda E. Rococo

SIGNATURE OF NOTARY

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT

TRUST DEEDNUMBER OF PAGES 2DATE OF DOCUMENT 1-27-94

SIGNER(S) OTHER THAN NAMED ABOVE

SUZANNE EWINGTHIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.


LINDA E. LOCOCO
Comm. No. 985756
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY

My Commission Expires March 1, 1997

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CALIFORNIACounty of SANTA CLARAOn 1-27-94 before me, LINDA E. LOCOCO, NOTARY PUBLIC

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared HARRY J. EWING AS ATTORNEY-IN-FACT FOR SPOUSE SUZANNE EWING

NAME(S) OF SIGNER(S)

 personally known to me - OR proved to me on the basis of sa-
factory evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument and ac-
knowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda E. Rococo

SIGNATURE OF NOTARY

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LINDA E. LOCOCO
Comm. No. 985756
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY

My Commission Expires March 1, 1997

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 2nd day
of Feb 94 at 9:01 o'clock A.M., and duly recorded in Vol. M94,
of Mortgages on Page 3696

FEE \$20.00

By Evelyn Biehn County ClerkDeanne Milleoniore**OPTIONAL SECTION****CAPACITY CLAIMED BY SIGNER**Though statute does not require the Notary to
fill in the data below, doing so may prove
invaluable to persons relying on the document. INDIVIDUAL CORPORATE OFFICER(S)

TITLE(S)

 PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: _____**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

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SUZANNE EWING - SPOUSE