

77939

TRUST DEED

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03-23 94 P02-20 ROAD

THIS TRUST DEED made this

21st

day of

March

19

94 between

Connie L. Boone

Aspen Title & Escrow, Inc.

Kathryn Marie Jackson

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 County, Oregon, described as:

Lot 21, Block 13, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-29DA TE 10200

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 connection with the property.

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

(\$27,500.00) Dollars, with interest thereon according to the terms of a promissory note, 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 at the maturity of note.

As 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, Should the grantor, at any time, attempt to actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, which consent shall not be unreasonably withheld, 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. (Delete unneeded clause if inapplicable.)

The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment. 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; not to remove or demolish any building or improvement thereon; and to restore promptly and in good and shippable condition any building or improvement which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor.

2. 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 agencies as may be deemed desirable by the beneficiary, including, but not limited to, searches made by title officers or searching agencies.

3. 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 lender; 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 cure 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, under or invalidate any set done pursuant to such policy.

4. 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, or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, 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 heretofore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation heretofore described, and all such payments shall be immediately due and payable without notice, able and constitute a breach of this trust deed.

5. 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.

6. 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 6 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.

7. It is mutually agreed that the beneficiary shall have the right to take any portion or all of the property shall be taken under the right of eminent domain or condemnation, hereafter, if it 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, the United States or any agency thereof, or an escrow agent licensed under ORS 895.505 to 895.515.

WARNING: 12 USC 1701 regulates and may prohibit exercise of this option. The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

STATE OF OREGON

County of

I certify that the within instrument was received for record on the

day of

at

page

record of

County

Witness my hand and seal of

County

NAME

By

Deputy

Aspen Title & Escrow, Inc.

525 Main Street

Klamath Falls, OR 97601

Attention: Collection Department

