No. BE 1 - Oregon Trust Deed Series - (RUE) DEED (Assignment & stricted). ASPEN TITLE #02042195 COPYRIGHT 1994 STEVELS-MESS LAW FUBLISHING CO., PORTLAND, OR \$720 86871 TRUST DEED 08-25-5 1PU 1:29 RCVD Vol.<u>m94</u> Page 26649 @ THIS TRUST DEED, mai + this ... 21 d day of BRUCE E. BRINK and H LEN WOLTE: son and mother August 19.94 , between ASPEN TITLE & ESCION INC. ASPEN TITLE & ESCION INC. AUGENE BAILLE and MAIGARET BAILE, TRUSTLES, CR THEIR SUCCESSORS IN TRUST, UNDER THE BAILLE LOVING TRUST DATED 11 BRUARY 21, 1990. WITNESSETH. Grantor irrevocably grants bargains, sel: and conveys to trustee in trust, with power of sale, the property in klamath County, Oregon, t escribed as: The South 38 feet of lots 624 and 625, Block 1.18, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. Code 1 Map 3809-333A [ax Lot 150# together with all and singular the terements, hereditamen's and appurtenances and all other rights thereunto belonging or in anywise now or herealty appertaining, and the rasts, rules and profit—hereoi and all fixtures now or hereafter attached to or used in connection with FOR THE PURPOSE OF SECUSING PERFOR & ANCE of each agreen ent of grantor herein contained and payment of the sum TWENTY SIX THOUSAND and NO/100 of \_\_\_\_\_\_ contract contract of \$25,000.(() - \_\_\_\_ Doltars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the neficiery or or the and made by grantor, the final payment of principal and interest hereof, it of not sooner puid, to be due and payable. \_\_\_\_\_Maturity of note, 19 The clate of maturity of the 1-bt - cured by this a trument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grow for either agree is, attempt to, or actually sell, convey, or assign all (or any part) of the prop-erty or all (or any part) of grantor's interest in the withou "irst obtaining the written consent or approval of the beneficiary, then, at the come immediately due and payable. The recution by grantor of an earnest money agreement\*\* does no constitute a sale, conveyance or assignment. assignment To protect the security of this trust eed, frantor agest 1. To protect, preserve and not intern the property in provement thereon; not to commit or period and the property in 2. To complete or restore promotily in the property in damaged or destroyed thereon, and pay with all costs in 3. To comply with all laws, or in naries, rejulations, or to pay for illing same in the proper public office or office. If damage by fire and such other hear it is the therefore, with the damage by fire and such other hear it is the therefore, it damage by fire and such other hear it is the beneficiary written in companies acceptable to the best dicary, with the ficiary as som as insured; if the grant is fail for any ress at least fifteen days prior to the explicition of any policy of any indebte ness secured hereby and in such order as beneficiary or eny part thereof, may be released it grant or such order as beneficiary. good condition and r pair; not to remove or demolish any building or improperty. abitable condition any building or improvement which may be constructed, bd and i uptrable condition any building or improvement which may be constructed, costs i surred therefor. flons, c venants, conditions and restrictions affecting the property; if the beneficiary ments o insuant to the Uniform Commercial Code as the beneficiary may require and office; is well as the cost of all lien searches made by filing officers or searching com To say for illing same in the proper stall, office office, is well as the cost of all lien searches made by filling officers or searching 4. Try storyide and continuous' montain insurance in the buildings now or hereafter exected in the property against loss or searching damage by file and such other heart is the beneficiary in y from time to the search all policies of insurance shall be delivered to the beneficiary may regulate to the latter, all policies of insurance shall be delivered to the beneficiary may regulate to the latter, all policies of insurance shall be delivered to the beneficiary may regulate to the latter, all policies of insurance shall be delivered to the beneficiary may regulate to the latter, all policies of insurance shall be delivered to the beneficiary may regulate to the latter, all policies of insurance shall be delivered to the beneficiary may regulate to the search and to deliver the policies to the beneficiary may regulate to the search and the same at gaan or a supense Trivar and indice or surance now or hereafter placed on the buildings, the beneficiary may provide the same at gaan or a supense Trivar and to lected u is an any fire or oblight on the curve any delault or notice of delault hereafter or invitates and at the property set. Such applie to any the thereafter meants acceled to the beneficiary may regulated to the search any part of as ci fares, assessments and other charges become past due of delault hereafter or invitate any at the policy may be and the arry should the standard to a delaw should not the same stat and policies of may be released to the search any at the any may to a star assessments and other charges become past due and belault pay the star and belault at notice.
5. To keep the property file to any pay to as it fares, assessments and other charges become past due and belault pays at its option, insk, paynent there i and the amwant so , and, with indress insurance payable by the pay and there is and the amount so and, with indress at the regulat hall be taken under the right of eminent domain or condemnation, bene-r any portion of the monies payable as compensation for such taking, HOTE The Trust Deed Act provides that the trustee is reunder must be e ther an attorney, who is an active member of the Oregon State Bar, a bank, trust company to savings and loss association authorized to do busile ss under the laws of Oregon or the United Statis, a title insurance company authorized to insure title to real to properly of this stritt, its subsidiaries, affiliates, et ents of branches, the United States or any agency then of, or an escrow agent licensed under ORS 696.505 to 696.585. "The publisher suggests that such an agreemant accress the issue of ce aining beneficiary's consent in complete detail. STATE OF OREGON, TRUST DEED 22 County of ..... Nertify that the within instrument was received for record on the Granter SPACE RESERVED FOR in book/reel/volume No......on RECORDERIS page ..... or as fee/file/instru-ment/microfilm/reception No......, Beneficiary Record of ...... of said County. If it Recenting Return to (Name, Address, Zip): Witness my hand and seal of Aspen litle & Escrow, Inc. County affixed. 525 Main Street NAME Klamath Falls, OR 976)1 TITLE Atton : on: Collection . )or -----

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By ....., Deputy

i	such proceedings, shall be paid to benefic ary	nd applied by t	ts, expenses and attorney's lees necessarily paid or incurred by granto first upon any reasonable costs and expenses and attorney's fees, both iciary in such proceedings, and the balance applied upon the indebted
n		wn expense, to	ske such actions and execute such instruments as shall be necessar
	9. At any time and from time to time up )	i written request	of beneficiary, payment of its fees and presentation of this deed an tion), without affecting the liability of any person for the payment of
1	he indebtedness, mistee may (a) consent it the	making of any 1	up or plat of the property; (b) join in granting any easement or creat
r.	corvey, without warranty, all or any part (I the	property. The b	r agreement affecting this deed or the lien or charge thereof; (d intee in any reconvey ince may be described as the "person or person lies the "berson or person".
	es 'or any of the services mentioned in this par	graph shall be w	
r	be appointed by a court, and without regard to	the edequacy (1	at any time without notice, either in person, by agent or by a receive any security for the il debtedness hereby secured, enter upon and tak
р d	ossession of the property or any part thereof, in us and unpaid, and apply the same, less costs a	its own name su dexpenses of a	or otherwise collect the rents, issues and profits, including those pas- pration and collection including reasonable attorney's fees upon an
	intentedness secured hereby, and in such order as	beneticiary mat	
	nd other insurance policies or compensation or w	ards for any tak	is or damage of the property, and the application or release thereof a steunder or invalidate any act done pursuant to such notice.
	12. Upon default by grantor in payment (far.)	indebtedness se u	red hereby or in grantor's performance of any agreement hereunder, tim
d	ue ind payable. In such an event the benel cla	may elect to pri	nce, the beneficiary n ay declare all sums secured hereby immediatel seed to foreclose this trust deed in equity as a mortgage or direct the
li	we or in equity, which the beneficiary may have	. In the event 'I	ay direct the trustee to pursue any other right or remedy, either a s beneficiary elects to foreclose by advertisement and sale, the bene
t	ion secured hereby whereupon the trustee stall f	c the time and o	notice of default and election to sell the property to satisfy the obligance of sale, give notice thereof as then required by law and proceed
	o foreclose this trust deed in the manner privid 13. After the trustee has commenced ore:	usure by adveri	ement and sale, and at any time prior to 5 days before the date th
	nisthe conducts the sale, the grantor or any oth-	er person so pri i	sged by ORS 86.753, may cure the default or defaults. If the default sed, the default may be cured by paying the entire amount due at th
t	ine of the cure other than such portion as would	'not then be du	had no default occurred. Any other default that is capable of bein he obligation or trust deed. In any case, in addition to curing the de
t	and or defaults, the person effecting the cure	shall pay to t a	beneticiary all costs and expenses actually incurred in enforcin
	14. Otherwise, the sale shall be held $\alpha i$ the	date and at the	v's fees not exceeding the amounts provided by law. ime and place designated in the notice of sale or the time to which the provide the interpretation of the provide provide and shell an
ť	he parcel or parcels at suction to the highest by	der for cash, p ij	the property either in one parcel or in separate parcels and shall se able at the time of sale. Trustee shall deliver to the purchaser its dee
			hout any covenant or warranty, express or implied. The recitals in the fulness thereof. Any person, excluding the trustee, but including the
ŧ	tim or and beneficiary, may purchase at the sale 15. When trustee sells pursuant to the por-		n, trustee shall apply the proceeds of sale to payment of (1) the explored state $t \in t_{i}$
	enses of sale, including the compensation of the	trusree and a n	esonable charge by trustee's attorney, (2) to the obligation secured b o the interest of the trustee in the trust de-d as their interests ma
	ppear in the order of their priority and (4) the	urplus, if any, o	the grantor or to any successor in interest entitled to such surplus. r successors to any trustee named herein or to any successor truste
	ppcinted hereunce. Upon such appointment, an	d without convy	ance to the successor trustee, the latter shall be vested with all titl
Ľ	nade by written instrument executed by berefice	. ry, which, wher	ointed hereunder. Each such appointment and substitution shall be scorded in the mortgage records of the county or counties in which the
		i, duly execute i	and acknowledged, is made a public record as provided by law. Truste
	s net obligated to notify any party hereto of per eneliciary or trustee shall be a party unless such		ny other deed of trust or of any action or proceeding in which granto 'ing is brought by trustee.
5	The grantor x-venants and agrees to and w exted in the simple of the real property and has		and the bene/iciary's miccessor in interest that the grantor is lawfull red title thereto
а	nd hat the grant or will warrant and forever del		
	(a)* primar h tor grantor's personal, am	or household n	d by the above descr bed note and this trust deed are rooses (see Important Notice below),
	This deed applies to, inures to the berefit	f anc' binds all t	on) are for business or commercial purposes. urties hereto, their he rs, legatees, devisees, administrators, executor.
	sured hereby, whether or not named as a hynef.	eary herein.	shall mean the holder and owner, including pledgee, of the contract
i	the context so requires, the singular shall le te	en to mean anci	r, trustee and 'or beneficiary may each be more than one person; that tolude the plural, and that generally all grammarical changes shall be
D	wde, assumed and implied to make the provision IN WITNESS WHEREOF, the pro-		tally to corporations and to individuals. ted this instrument the day and year first above written.
			A A
_			Bauce & Brink
n	1.4FORTANT NOTICE Delete, by illning out, which ever or applicable; if worranty (a) is applicable and the be	eficiary is a cred t	' Of the Port
a b	s such word is defined in the Truth-in-Lending. Act a special clary MUST comply with the Act and Regulation	od Regulation Z, t by making require	Helen Wilter
d	is de sures; for this purpose use Stevens-Ness Forr No. conspliance with the Act is not required, disrega d thi	1319, or equivalen	
	STATE OF OPEO	<b>ON</b> . County of	Klamath )ss./ JC/
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	This in Tun and the manual trains of the second sec		rledged before me on, 19, 19
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	SANDRA S-CRANE NOTAEY PUBLIC - OREGON	···· · · · · · · · · · · · · · · · · ·	
	COMMISSION NO. 025921 MY COMMISSION EXPRES JULY 07, 1997		
			Notary Public for Orego
			Notary Public for Orego My commission ex pires 7/7/97
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F	f <u>Aug</u> A.D., 19 <u>14</u>	at <u>3:29</u>	on Page <u>26649</u>
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