

NC ASPEN#03042193

87422

TRUST DEED

Vol. 194 Page 27888

THIS TRUST DEED, made this 18th day of August, 1994, between KELLY G. WILTON AND MARY LOUISE WILTON, HUSBAND AND WIFE, as Grantor, ASPEN TITLE & ESCROW, INC. and DIANA O'DELL, as Trustee, and ASPEN TITLE & ESCROW, INC. as Beneficiary,

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

Lot 14, Block 66, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 3, in the County of Klamath, State of Oregon.

Code 36 Map 3811-3CO T1 1200

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 FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 - (\$5,850.00) -

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 at maturity of Note 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. Should the grantor either agree to attempt to, or 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, 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

09-06-94P03:11 RCVD

- To protect the security of this trust deed, grantor agrees:
 - 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.
 - 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.
 - To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary 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.
 - 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 comparison 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 for any reason fail 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 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 as beneficiary may determine, or at option of beneficiary the entire amount so collected, under or invalidate any act done pursuant to such notice.
 - 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 should the grantor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by grantor, either directly 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 obligation 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 or claims from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter 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.
 - 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 and attorney's fees actually incurred.
 - To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; to pay all costs and expenses, including evidence in 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:
- 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 it so elects, to require that all or a portion of the monies payable as compensation for such taking, be taken under the right of eminent domain or condemnation, beneficiary, who is an active member of the Oregon State Bar, a bank, trust company 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 696.505 to 696.585.

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 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 696.505 to 696.585. **The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED

STATE OF OREGON,

County of

ss.

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

By NAME TITLE Deputy

After Recording Return to (Name, Address, Zip):

Diana O'Dell
P.O. Box 1288
Crescent City, CA 95531

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 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 fees and presentation of this deed and the note for endorsement (in case of full conveyances, or 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) legally entitle thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$:

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver 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, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of tire 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 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 may elect to proceed to foreclose this trust deed in equity as a mortgage 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 secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 36.735 to 36.795.

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 privileged by ORS 36.753, 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 thus 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 enforcing the obligation of the trust deed together with trustee's and attorney's fees 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 the 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 the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold 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, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to its 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 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, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may 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 made 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 as provided by law. Trustee is not obligated to notify any party hereof 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto.

and that the grantor will warrant and 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 if 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 trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

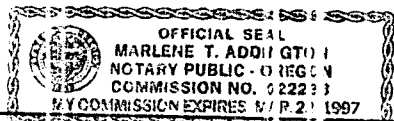
IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a lender 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.

STATE OF OREGON, County of Klamath) ss

This instrument was acknowledged before me on Sept. 6, 1994,
by Kelly G. Wilton and Mary Louise Wilton

This instrument was acknowledged before me on _____, 19____,
by _____, N.P., 19____,
as _____,
of _____.



Marlene T. Addington
Notary Public for Oregon
My commission expires 3-22-97

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of Aspen Title Co the 6th day
of Sept. A.D. 1994 at 3:1 o'clock P. M., and duly recorded in Vol. M94
of _____ Mortgage _____ on Page 27888

FEE \$15.00

Evelyn Biehn
By Bonnie Mullins County Clerk

158000
 I.D. TAG NO.
 385
 Local File Number

ORIGINAL DEPARTMENT OF HUMAN RESOURCES
 HEALTH DIVISION
 CENTER FOR HEALTH STATISTICS
 CERTIFICATE OF DEATH

State File Number

1. DECEASED'S NAME: **Wilson**
 2. SEX: **Male**
 3. DATE OF DEATH (Month, Day, Year): **August 28, 1994**
 4. BOX I.D. SECURITY NUMBER: **563-03-6385**
 5. AGE (Last Birth Year): **80**
 6. DATE OF BIRTH (Month, Day, Year): **April 3, 1914**
 7. PLACE OF BIRTH (City or State or Foreign): **Berkette, Texas**
 8. PLACE OF DEATH (Check only one):
☐ Nursing Home ☐ Decedent's Home ☐ Other (Specify)
Klamath Falls
 9. CITY, TOWN, OR LOCATION OF DEATH: **Klamath**
 10. DECEASED'S USUAL OCCUPATION (Kind of work done during most of working life): **Highway Patrol Officer**
 11. MARITAL STATUS: **Married**
 12. SPOUSE (If Married, Known): **Vivian Parker**
 13. INDUSTRY: **Law Enforcement**
 14. CITY, TOWN, OR LOCATION: **Klamath Falls**
 15. STREET AND NUMBER: **3623 Coronado**
 16. RACE: **White**
 17. DECEASED'S EDUCATION (Specify only highest grade completed): **Elementary**
 18. INFORMANT NAME and relationship to decedent: **Vivian Parker - Spouse**
 19. LOCATION: **City or Town State**
 20. NAME AND ADDRESS AND ZIP OF FACILITY: **Eternal Hills Funeral Home 4711 Highway 39 Klamath Falls, Oregon 97603**
 21. DATE OF DEATH (Month, Day, Year): **AUG 31 1994**
 22. DID DECEASED REPRESENTATIVE MAKE REQUEST FOR THIS CERTIFICATE: **YES**
 23. TIME OF DEATH: **8:21 p.m.**
 24. WAS MEDICAL EXAMINER NOTIFIED: **YES**
 25. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE PLACE AND TIME AND CAUSE AS MAJOR CAUSE STATED: **Robert B. D. M.D.**
 26. DATE OF DEATH (Month, Day, Year): **AUG 31 1994**
 27. NAME, ADDRESS AND ZIP OF CERTIFYING PHYSICIAN: **Blair Brun M.D. 2616 Clover Street Klamath Falls, Oregon 97601**
 28. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFYING PHYSICIAN: **Blair Brun M.D.**
 29. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE): **Myocardial infarction**
 30. DUE TO OR AS A CONSEQUENCE OF: **Myocardial infarction**
 31. DUE TO OR AS A CONSEQUENCE OF: **Myocardial infarction**
 32. OTHER SIGNIFICANT CONDITIONS: **Coronary artery disease**
 33. MANNER OF DEATH: **Natural**
 34. DATE OF DEATH (Month, Day, Year): **AUG 31 1994**
 35. TIME OF DEATH: **8:21 p.m.**
 36. PLACE OF DEATH: **Home**
 37. INJURY: **No**
 38. INJURY: **No**
 39. INJURY: **No**
 40. INJURY: **No**
 41. INJURY: **No**
 42. INJURY: **No**
 43. INJURY: **No**
 44. INJURY: **No**
 45. INJURY: **No**
 46. INJURY: **No**
 47. INJURY: **No**
 48. INJURY: **No**
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 87. INJURY: **No**
 88. INJURY: **No**
 89. INJURY: **No**
 90. INJURY: **No**
 91. INJURY: **No**
 92. INJURY: **No**
 93. INJURY: **No**
 94. INJURY: **No**
 95. INJURY: **No**
 96. INJURY: **No**
 97. INJURY: **No**
 98. INJURY: **No**
 99. INJURY: **No**
 100. INJURY: **No**

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY
REGISTERED AT THE OFFICE OF THE LAMARTH COUNTY REGISTRAR.
ORIGINAL VITAL STATISTICS COPY

Janet Bailey
JANET BAILEY
COUNTY REGISTRAR
K. AMATH COUNTY, OREGON



STATE OF OREGON: COUNTY OF KLAMATH ss.
Filed for record at request of Aspen Title Co the 6th day
of Sept. A.D. 19 94 at 11 o'clock P.M., and duly recorded in Vol. M96
of Books on Page 27890
FEE \$10.00
Evelyn Biehn County Clerk
by Charles H. Miller