

15311 ATC # 06042667

TRUST DEED

15311, 84th 4080

THIS TRUST DEED, made this 20th day of December, 1994, between

MILES CURRIG ARMSTRONG & JEANEN M. ARMSTRONG, husband & wife, as Grantor,
ASPER OFFICE & ESCROW, NC, as Trustee, and

ROBERT V. WETHERN, SR.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
KAMATH FALLS FOREST E. PATES -- SYCAN UNIT. IN THE COUNTY OF KAMATH
STATE OF OREGON.together with all and singular the improvements, appurtenances and all other rights thereunto belonging or in anywise now
or hereafter existing, 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 NINE THOUSAND AND NINE DOLLARS.Dollars, with interest thereon according to the terms of a promissory
note hereto paid, to be due and payable 120 TERMS OF NOTE.¹⁹The 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 he is then described a solvent, or any part thereof, or any interest therein is sold, agreed to be
so released, assigned or alienated by grantor without his having obtained the written consent or approval of the beneficiary, then
the beneficiary's option all obligations created 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 im-
provement thereon, nor 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 hereon, and pay 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 run in executing such fiduciary instruments pursuant to the Uniform Commercial Code as the beneficiary may require and
to pay for filing same in the proper public offices, as well as the cost of all title searches made by filing officers or searching
officers 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 \$
100,000.00, except as follows: If the grantor shall die at least fifteen days prior to the expiration of the term of
the same at his sole option, the amount of insurance may be reduced to the amount of insurance then in effect.
5. To maintain a cash reserve hereby and in such amounts as may be required by the beneficiary upon his written notice
of his desire to do so, to be released to grantor when he is available any set aside pursuant to such notice.6. To keep the property free from encumbrances, liens and charges that may be levied or
placed upon or against the property before or
subsequent thereto except thereto beneficial, or
other, as payable by grantor or his
beneficiary, or, if no option, making payment
therefor by him or her, such the obligation de-
scribed in paragraph 6 and 7 of this trust deed, shall be added to and become a part of
any right arising from breach of any of the covenants hereof and for such payments,
as described, as well as the grantor, shall be bound to the same extent that they are
described, and all such payments shall be immediate and payable without notice,
as beneficiary may determine, or at option of beneficiary the entire amount so collected,
such application or release shall not cure or waive any default or notice of default here-
in.7. To pay all taxes, assessments and other charges that may be levied or
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,
direct payment or by providing beneficiary with funds with which to make such pay-
ment thereof, and the amount so paid, with interest at the rate set forth in the note
described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of
any right arising from breach of any of the covenants hereof and for such payments,
as described, and all such payments shall be immediate and payable without notice,
as beneficiary may determine, or at option of beneficiary the entire amount so collected,
such application or release shall not cure or waive any default or notice of default here-
in.8. To pay all costs, fees and expenses of the
trust including the cost of title search as well as the other costs and expenses of the
trust, incurred in connection with or in effecting
the transfer of title or proceeding in which the
trustee may sue or defend any action or
claim against the grantor or beneficiary or trustee
in any case and expenses including evidence
expenses in this behalf, in all cases shall be
fixed by the trial court and in the event of an appeal from any judgment or decree of
any court, grantor further agrees to pay such amount as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-
torney's fees in such appeal.

9. To furnish a statement that

10. That since the grantor has no portion or interest in the property that is taken under the right of eminent domain or condemnation, bene-
ficiary shall have no right to an election among them all or in
portion of the moneys 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 auth-
orized 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 606.505 to 606.585.

TRUST DEED

MILES & JEANEN ARMSTRONG
2431 ROSSITER LANE
VANCOUVER, WASHINGTON, 98661
ROBERT WETHERN
1015 WIDGEON DR.
VANCOUVER, OR 97623-9700

RECEIVED
FOR
REORDER & USE

STATE OF OREGON,

ss.

County of

I certify that the within instru-
ment was received for record on the
day of 19
at o'clock A.M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/recognition No.
Record of of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

Deputy

After being sworn to (Name, Address, Zip):
ROBERT WETHERN
1015 WIDGEON DR.
VANCOUVER, OR 97623-9700

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 by beneficiary and apportioned by it first upon any reasonable costs and expenses and attorney's fees, both fees secured hereby, and grantor freed at its own expense, to take such actions and execute such instruments as shall be necessary to obtain to such compensation, provided upon beneficiary's request.

9. At any time and from place to the upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full cancellation) without affecting the liability of any person for the payment of the indebtedness, trustee may (a) make to the making of any map or plan of the property, (b) join or grant any easement or creation of any restriction thereon; (c) not in my subordinate or other agreement affecting this deed or the item or charge thereof; (d) execute a trust warranty all or any part of the property. The grantee in any reconveyance may be described as the "person or persons herein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's paragraph shall be not less than \$5.

10. If grantor default by grantor h be appointed by a court and without his expense of any kind, the trustee may sue or otherwise collect the rents, issues and profits including those past due and unpaid and apply the same to the debt secured hereby and in such manner as beneficiary may determine.

11. The surviving spouse and children of grantor, trustees or compensation of grantor, if any, will be warned and advised of the default in payment of the amounts with respect to such debts and obligations in such an event the trustee in accordance with this trust deed by affidavit, which the beneficiary may require, that the trustee shall execute and cause to record a written notice of delinquency and election to sell the property to satisfy the obligation secured hereby in the manner provided in ORS 6.735 to 6.795.

12. After the trustee has commenced the sale, the grantor or another, if in default, may pay when due, the amount due him or her, then such person may be entitled to receiving the proceeds of the sale to the person effecting the discharge of the trust deed together with interest thereon. 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 same may be postponed as provided by law. The trustee may sell the property in one parcel or in separate parcels and shall sell the highest bidder for each, payable at the time of sale. Trustee shall deliver to the purchaser its deed of title, if any, which shall be true and correct, and no title shall be sold.

13. While trustee will pursuant to the powers of sale, including the compensation of the trustee, (1) to persons having an interest in the order of their priority and (2) to persons having claim against the property, if any, upon any instrument executed to be recorded in the mortgage records of the county or counties in which the property is located shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the power provided herein, trustee shall apply the proceeds of sale to payment of (1) the excess of the trustee's reasonable charge by trustee's attorney, (2) to the obligation secured by the surplus, if any, to the grantor or to any successor in interest entitled to such surplus, appoint a successor or successors to any trustee named herein or to any successor trustee and without conveyance to the successor trustee, the latter shall be vested with all title, property, which is recorded in the mortgage records of the county or counties in which the property is located shall be conclusive proof of proper appointment of the successor trustee.

14. Trustee agrees this trust when it is established to notify any party hereto, name or names shall be a party under such action or proceeding is brought by trustee.

The grantor warrants and agrees as follows: I am the sole owner of the real property and as a valid, unencumbered title thereto.

In witness whereof the grantor has signed and delivered the same against all persons whomever, by the grantor it is recited that the principal sum of \$12,000.00 is deposited in the account of the loan referred to above described note and this trust deed is acknowledged and taken to be an instrument of conveyance.

STATE OF OREGON, County of Klamath.

This instrument is sworn to, subscribed and acknowledged before me on February 18, 1995, by Miles Curtis Armstrong, Jeanne M. Armstrong and Jennifer M. Armstrong.

It is further sworn to, subscribed and acknowledged before me on February 18, 1995, by Miles Curtis Armstrong, Jeanne M. Armstrong and Jennifer M. Armstrong.

The instrument is acknowledged before me on February 18, 1995, by Miles Curtis Armstrong, Jeanne M. Armstrong and Jennifer M. Armstrong.

I do hereby warrant and represent that the instrument, trustee and/or beneficiary may each be more than one person; that such action or proceeding is brought by trustee.

That generally all grammatical changes shall be made by me in this instrument, the singular shall be construed and intended to make the same applicable to corporations and to individuals.

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

IMPORTANT NOTICE: Delays, by filing out, re-tighten or warranty (a) or (b) is not applicable. If warranty (a) is applicable and the beneficiary is a minor or such word is defined in the Truth-in-Lending Act, and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures. For this purpose use Stevens-Ness Form No. 1319, or equivalent if compliance with the Act is not required, disclaim this notice.

STATE OF OREGON, County of Clark.

This instrument was acknowledged before me on February 18, 1995, by Miles Curtis Armstrong.

This instrument was acknowledged before me on February 18, 1995, by Jennifer M. Armstrong, as, of.

Miles Curtis Armstrong
MILES CURTIS ARMSTRONG

Jeanne M. Armstrong
JANNE M. ARMSTRONG

February 18, 1995
February 18, 1995

Jennifer M. Armstrong
My commission expires 8/1/98
Notary Public for Oregon

REQUEST FOR FULL & FEE CONVEYANCE (to be used only when obligations have been paid)

STATE OF OREGON: COUNTY OF KLAUATH ss.

Filed for record at request of Aspen Title Co. the 23rd day of Jan, A.D. 1995 at 3:32 o'clock P.M., and duly recorded in Vol. M95, on Page 4080.

FEE: \$15.00

By Bernetha G. Letsch, County Clerk

OFFICE OF HUMAN RESOURCES

HEALTH DIVISION

CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

State File Number

098883
ID TAG NO.

38

Local File Number

DECEASED

DECEDENT'S Full Name	Walter
SOCIAL SECURITY NUMBER	543-07-3328
SEX	Male
AGE	89
Marital Status	Married
EDUCATION	Under 1 Year
EMPLOYMENT	Employed
Facility Name (if in institution)	Plum Ridge Care Center
Facility Address (if in institution)	101 Klamath Falls
Facility City, State	Klamath Falls, OR
RESIDENCE STATE	Oregon
ZIP CODE	97601
MOTHER'S NAME	Pauline Brzinski
FATHER'S NAME	John A. Lassett
DISPOSITION	Cremation
Other (Specify)	Removal from state
PERSON ACTING AS SUCH	Michael D. Bailey
DATE FILLED Month Day Year	JAN 24 1995

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

SEX	Male	DATE OF DEATH (Month Day, Year)	January 21, 1995
AGE	89	BIRTHPLACE (City and State or Foreign Country)	Hibbing, Minnesota
Marital Status	Married	DATE OF BIRTH (Month Day, Year)	October 20, 1905
EDUCATION	Under 1 Year	PLACE OF DEATH (Check only one)	Wholesale Produce
Employment	Employed	City, Town, or Location of Death	Klamath Falls
Facility Name (if in institution)	Plum Ridge Care Center	COUNTY OF DEATH	Klamath
Facility Address (if in institution)	101 Klamath Falls	Marital Status	Married
Facility City, State	Klamath Falls, OR	Spouse's Marital Status	Married
RESIDENCE STATE	Oregon	Relationship	Daughter
ZIP CODE	97601	INFORMANT NAME and relationship to deceased	Thomas W. Lassett Son
MOTHER'S NAME	Pauline Brzinski	EDUCATION	Elementary School, High School, College
FATHER'S NAME	John A. Lassett	RACE	American Indian, Black, White, etc. (Specify)
DISPOSITION	Cremation	ORIGIN	Yes
Other (Specify)	Removal from state	RELIGION	Catholic
PERSON ACTING AS SUCH	Michael D. Bailey	ENSE NUMBER	CL-3287
DATE FILLED Month Day Year	JAN 24 1995	NAME & ADDRESS OF FACILITY	O'Hair's Funeral Chapel
HOSPITAL REPRESENTATIVE NAME RECD FOR ANATOMICAL CONSENT	YES X NO JNA	LOCATION	515 Pine ST. Klamath Falls, OR 97601

TO BE COMPLETED BY PHYSICIAN OR MEDICAL EXAMINER

27 TIME OF DEATH: 3:50 AM Yes No
28 WAS MEDICAL EXAMINER NOTIFIED? No
29 To the best of my knowledge, death occurred at a time, date, place and due to the causes and manner stated
Signature: Michael D. Bailey

TO BE COMPLETED BY MEDICAL EXAMINER

30 TIME OF DEATH DATE PRONOUNCED DEAD Month Day Year Hour M
31 On the basis of examination and investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated
Signature: Michael D. Bailey

32 DATE SIGNED Month Day Year COUNTY

34 NAME, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print)
Blake Berven M.D. 2116 Clover Street Klamath Falls, Oregon 97601

35 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFYING PHYSICIAN (Type or Print)

36 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE) PART A: Do not enter mode of dying, e.g. Circulatory or Respiratory Arrest
Signature: Michael D. Bailey

37 Did tobacco use contribute to the death? PART B: AUTOPSY
Yes Probably Known Yes OC No
No Unknown No NIA
Interval between onset and death: 1 week

38 SIGNIFICANT CONDITIONS
Signature: Michael D. Bailey

39 INJURY OR AS A CONSEQUENCE OF
Signature: Michael D. Bailey

40 MANUFACTURER OF DRUG
Signature: Michael D. Bailey

41 DATE OF DRUG
Month Day Year
Signature: Michael D. Bailey

42 TIME OF INJURY
Signature: Michael D. Bailey

43 INJURY AT WORK? PART C: If Yes, Describe How Injury Occurred
Yes No
Signature: Michael D. Bailey

44 DESCRIBE HOW INJURY OCCURRED
Signature: Michael D. Bailey

45 LOCATION IS feet and Number or Room Number, Room Number, City or Town, State
Signature: Michael D. Bailey

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

JAN 24 1995

DATE ISSUED

Janet Bailey
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON



STATE OF OREGON COUNTY OF KLAMATH

Filed for record at request of Giacomini & Kneps the 23rd day
Feb, 1995 at 3:56 clock P.M. and duly recorded in Vol. M95
 of leads on Page 4082

FEE \$2.00

Ret: Giacomini & Kneps, 35 Main St
Klamath Falls, Or. 97601By Janet Bailey, County Clerk