

28608

TRUST DEED
MTC 39005

Vol. 796 Page 36444

THIS TRUST DEED, made this 15TH

between EDWARD C. BRENNAN AND AVELINA B. BRENNAN AS TENANTS BY THE ENTIRETY, day of NOV 96

AMERITITLE

, as Grantor,

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

, 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:

SEE ATTACHED TWO (2) PAGES LABELED EXHIBIT "A"

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 69048.08 and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 11-20-16; and any extensions thereof;

(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. 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. 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.
3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee, and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.
5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said powers, enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at the note rate until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

Deliver to

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

3926 S. 6TH STREET KLAMATH FALLS, OR 97603

(Address)

<input checked="" type="checkbox"/>	ORIGINAL (1)
<input type="checkbox"/>	BORROWER COPY (1)
<input type="checkbox"/>	RETENTION (1)

9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.

11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.

12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.

13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

14. For any reason permitted by law, the 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written.

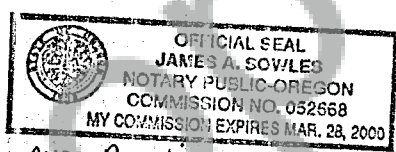
[Signature]
Witness

[Signature]
Witness

[Signature]
Grantor
EDWARD C. BRENNAN

[Signature]
Grantor
AVELINA B. BRENNAN

STATE OF OREGON)
County of KLAMATH) SS.



Personally appeared the above named Edward C. Brennan AND Avelina B. Brennan and acknowledged the foregoing instrument to be their

Before me: [Signature] voluntary act and deed.
My commission expires: Mar. 28, 2000
Notary Public

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: _____ Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

EXHIBIT "A" **LEGAL DESCRIPTION**

A tract of land situated in the SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon and the NE1/4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon and being more particularly described as follows:

Beginning at a point on the South line of the SE1/4 of said Section 36, said point being South 89 degrees 31' 06" East 532.42 feet from the Southwest corner of the said SE1/4 (by Deed Volume M75, page 5012, Deed Records of Klamath County, Oregon), said point also being the East line of the property described in Deed Volume M75, page 4581, Microfilm Records of Klamath County, Oregon; thence North 00 degrees 20' 04" West, parallel to and 70.00 feet Westerly of the East line of the W1/2 W1/2 SE1/4 of said Section 36, 1864.02 feet to a point 850.00 feet from the North line of the SE1/4 of said Section 36; thence South 89 degrees 50' 53" East, parallel to and 850.00 feet from the North line of the said SE1/4 to the East line of the W1/2 SE1/4 of said Section 36; thence Northerly along said East line 300.00 feet; thence along the following courses as shown on recorded survey no. 1168, as recorded in the Klamath County Surveyor's Office: South 48 degrees 48' 55" East 587.39 feet, South 18 degrees 15' 57" East 480.42 feet, North 89 degrees 35' 55" West 228.16 feet, North 00 degrees 00' 39" East 30.00 feet, North 89 degrees 35' 55" West 360.25 feet to the East line of the W1/2 SE1/4 of said Section 36; thence Southerly along the said East line to the South line of the SE1/4 of said Section 36; thence South 89 degrees 31' 06" East along said South line 356.31 feet to the Northwest corner of that tract of land described in M68-3307 of the Klamath County deed record; thence Southerly along the West line of said described tract of land 428 feet, more or less, to the Northerly right of way line of State Highway No. 66; thence South 57 degrees 40' West along said Northerly right of way line 704.21 feet; thence North 32 degrees 20' West 766.06 feet; thence North 00 degrees 20' 04" West 220.37 feet to the point of beginning, excepting that tract of land deeded to the State Highway Department as described in D.V. 104, page 557 of the Klamath County Deed Records, with the bearings being based on PONDOSA, a duly recorded plat.

The above described tract of land subject to a 30 foot access easement along the following described line:

Beginning at a point on the Northerly right of way line of State Highway No. 66, said point being South 89 degrees 31' 06" East 532.42 feet and South 00 degrees 20' 04" East 220.37 feet and South 32 degrees 20' East 766.06 feet from the Northwest corner of the NE1/4 of said Section 1; thence North 32 degrees 20' West 766.06 feet; thence North 00 degree 20' 04" West 2084.39 feet; thence South 89 degrees 50' 53" East 740.40 feet, more or less, to the East line of the W1/2 SE1/4 of said Section 36.

EXCEPTING THEREFROM a parcel of land situated in the Southeast quarter of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at the Southwest corner of Lot 8; thence South 89 degrees 35' 55" East along the South line of Lot 8 a distance of 360.29 feet, more or less, to the East line of the hereinafter described roadway; thence South 0 degrees 00' 39" West along said East line a distance of 30.00 feet; thence South 89 degrees 35' 55" East a distance of 228.16 feet;

-continued-

-legal description continued-

thence North 18 degrees 15' 57" West a distance of 480.42 feet; thence North 48 degrees 48' 55" West a distance of 587.39 feet, more or less, to a point on the West line of Lot 8, said point being South 0 degrees 17' 52" East, 550.00 feet from the Northwest corner of Lot 8; thence South 0 degrees 17' 52" East along the West line of Lot 8 a distance of 808.90 feet, more or less, to the point of beginning, said roadway being described in that instrument recorded in Volume 101, page 596, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a parcel of land situated in the NE1/4 SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 SE1/4 which bears South 0 degrees 17' 20" East a distance of 850.01 feet from the Northwest corner of said NE1/4 SE1/4 said point also being the Southwesterly corner of parcel described in Deed Volume M77, page 22478, Microfilm Records of Klamath County, Oregon; thence continuing South 0 degrees 17' 20" East a distance of 245.0 feet to a point; thence South 89 degrees 35' 55" East a distance of 360.25 feet to the West line of parcel described in Deed Volume M82, page 11220, Microfilm Records of Klamath County, Oregon; thence North along said West line to its intersection with the Southerly line of said parcel described in Volume M77 on page 22478, Microfilm Records of Klamath County, Oregon; thence along said Southerly line North 68 degrees 18' 48" West a distance of 390.82 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM A tract of land situated in the NE1/4 of the SW1/4 of the SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SE1/16 corner of said Section 36 as shown on recorded Survey No. 2556, as recorded in the office of the Klamath County Surveyor; thence South 00 degrees 09' 58" East along the East line of the SW1/4 of the SE1/4, 295.16 feet; thence North 89 degrees 55' 18" West, parallel with the North line of said SW1/4 of the SE1/4, 295.16 feet; thence North 00 degrees 09' 58" West, parallel with the said East line of said SW1/4 of the SE1/4, 295.16 feet to the North line of said SW1/4 of the SE1/4; thence South 89 degrees 55' 18" East 295.16 feet to the point of beginning, with bearings based on said recorded Survey No. 2556.

ALSO EXCEPTING THEREFROM that portion described in Deed Volume M94, page 9121, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM any portion of the above described tract lying with the bounds of Tract 1189, MISTY MOUNTAIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PAGE 6 OF REPORT NO. 39905

PRELIMINARY REPORT

PRELIMINARY REPORT ONLY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of November A.D., 19 96 at 3:21 o'clock P. M., and duly recorded in Vol. M96
of Mortgages on Page 36444.

FEE \$25.00

Bernetha G. Letsch County Clerk

By

Kathleen Rossi