

THE HISTORY OF THE CHINESE

## THE DECEMBER.

Reiss & Margaret Larson  
4670 Columbia St.  
Sweet Home, OR 97386  
County: Linn  
Phone: 541-962-3400  
Klamath Falls, OR 97601  
Business Address:  
Klamath Falls, OR 97601  
Phone: 541-962-3400  
Klamath Falls, OR 97601

I hereby bind the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_ at  
\_\_\_\_\_ o'clock M., and recorded in  
book 1007, volume No. \_\_\_\_\_ on page  
\_\_\_\_\_, which is file file/face/  
ment/microfilm/rectangle No. \_\_\_\_\_  
Record of \_\_\_\_\_ of said County.  
Witness my hand and seal of County  
of \_\_\_\_\_.

THIS TRUST DEED made this 19th day of May 1997, between  
Ross E. Parson and Margaret D. Parson,  
Ameritrite Co., Kiamichi Falls, Okla.,  
as Grantor,  
and  
Countrywide Property, Inc.,  
as Trustee, and  
Countrywide Property, Inc.,  
as Beneficiary,

## WITNESSES:

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

Lot 13, Block 1, Klamath Forest Islands, according to  
the official plat thereof, on file in the office of  
the County Clerk, Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights whatsoever belonging or in anyway now or heretofore subsisting, and the rents, issues and profits, dues and all fixtures now or heretofore attached to or used in connection with

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE PROVISIONS OF grantor herein contained and payment of the sum  
FOUR THOUSAND AND NO 100

*...and you can get a free copy of the book "How to Make Money on eBay" by clicking [here](#).*

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 on the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be damaged or destroyed thereon; and pay when due all costs incurred thereby.

3. To comply with all laws, regulations, rules and requirements of the state, county or city in which the business is located, and to pay for filing same in the proper public office or offices, as well as the cost of all like services made by filing officers or searching officers.

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 \$

written in language acceptable to the beneficiary, with loss payable to the latter all policies of insurance now or hereafter placed on the buildings, Hacienda, 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 at least three days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pre-

at least fifteen days prior to the expiration of such period, the amount so collected, or any part thereof, may be applied by beneficiary upon any indebtedness incurred 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 any other liability, except those pursuant to such notice.

5. To keep the property free from construction items 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 to make payment of any late, assessments, insurance premiums,

*promptly deliver receipts therefor to beneficiary; should the grantor fail to do so, then the trustee may pay or remit to beneficiary all or any part of the principal or interest due or to become due under this note, or any part thereof, and may charge the amount so paid to the grantor, and the grantor shall remain obligated to the trustee to pay the same to the beneficiary as soon as practicable thereafter, and the trustee may sue for the recovery of such amounts, and may sue for the recovery of all expenses, including attorney's fees, incurred by the trustee in the collection of such amounts.*

the debt secured by this trust deed, without waiver or any right arising with interest as aforesaid, the property hereinbefore described, as well as the debts, 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 good and available and constitute a breach of this trust deed.

7. To appear in and defend any action or proceeding purporting to affect the security rights of powers or successors in title, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this instrument or any action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses.

or any suit or action related to this insurance, including reasonable attorney fees and expenses, including evidence of title and the beneficiary's or trustee's attorney fees mentioned in this paragraph 7 in all cases shall be paid by the trial court and in the event of an appeal from any judgment or decree of the trial court, granted in whole or in part, the appellate court shall adduce reasonable fee of the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

**NOTE:** The Trust Deed Act provides that the trustee hereinafter must be either an attorney, who is the active member of the Oregon State Bar, or a trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or the insurance company must be licensed to transact the type of business it is transacting, its substitutes, officers, agents or branch, the United States or very agency thereof, as an attorney.

in such record or copy of this instrument, and the same may be recorded in the office of the recorder of deeds and costs necessarily paid or incurred by grantor in the preparation, recording, and delivery of this instrument, and the attorney's fees and expenses and attorney's fees, legal and otherwise, necessarily paid or incurred by grantee in obtaining such compensation, priority, and protection.

9. At any time and from time to time upon written request of any beneficiary, recital of its fees and presentation of this deed and the note for underwriting (in case of full recovery) or written notice of any default in payment of any debt or liability, or any person for the payment of the indebtedness, trustee may (a) consent to the release of any part or all of the property; (b) join in granting any easement or creating any restriction thereon; (c) make any subdivision or other agreement affecting the deed or the lien or charge thereof; (d) recover without warranty, all or any part of the property. The trustee in any conveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any interests shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be at law rates.

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 may, 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 incurred 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 fire and other insurance policies or compensation or awards for any damage or damage to the property, and the application or release thereof, shall not cure or waive any default or notice of default heretofore or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness incurred hereby, or in grantor's performance of any agreement hereunder, 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 or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

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 so privileged by ORS 86.735, 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 then accrue 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 amount 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 of 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, but 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 the powers granted 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 marriage 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 hereto 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, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whatsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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, matures 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 line 1 or, whichever warrant (a) or (b) is not applicable, if warranty (a) is applicable and the beneficiary is a creditor 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-Moss Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*R. S. E. Parson*

*Margaret D. Parson*

*Margaret D. Parson*

**STATE OF OREGON, County of**

This instrument was acknowledged before me on **MAY 27, 1977**  
by *R. S. E. Parson* and *Margaret D. Parson*.

This instrument was acknowledged before me on **19**

*Ellen M. Kruger*  
Notary Public for Oregon My commission expires JUN 29

STATE OF OREGON, COUNTY OF Klamath, 1977

Filed for record at request of **COUNTY PROPERTIES INC.** on the **2nd** day  
of **JUNE**, 1977, at **3:14 P.M.** o'clock P.M. and duly recorded in Vol. **M97**

Fees: **\$15.00**

**1.00 c.c.**

paid to the Linn County Clerk