FORM No. 831 ~ TITURY DEED (Assignment Restricted).	01046998	CC/VNOHT 1988 STEVENS NESS LAWP	IBLISHING CO., PORTLAND, OR 97204
ns ₍₁₈₈₈₎ - 1900 - 19	'98 JAN 16	All:21/01_2098_Pag	a 1449 €
TRUST DEED		STATE OF OREGON	SS.
Richard L. Greer Doris L. Greer	e forestagnis i de la seu estagnis de la companya d	was received for rec	the within instrument ord on the day , 19, at
Grantor's Name and Address Lynda Baker	SPACE RESE	o'clock Book/recl/volume No and/	M., and recorded in on page or as fee/file/instru-
Beneficiary's Hame and Address After recording, return to (Hame, Address, Zip):	RECORDER	ment/microfilm/rece	ption No, of said County. and and seal of County
Aspen TItle & Escrow Inc. 525 Main Street Klamath Falls, Oregon 97601	months of a	affixed.	and don't of country
ATTN: Collection Dept.	BA DI	By 2	Daputy.
THIS TRUST DEED, made this 106 / RICHARD L. GREER and DORIS L. GREER h	day of	January 1fe	, 19.98 between
ASPEN TITLE & ESCROW INC.	Barthard Garage		, as Grantor, as Trustee, and
LYNDA BAKER	WITNESSETH	Particular of the property of the particular of	, as Beneficiary,
Grantor irrevocably grants, bargains, sells a Klamath County, Oregon, d	and Conveys to t lescribed as:	rustee in trust, with power of	sale, the property in
See Attached Ex	chibir "A".		elegia.

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 lixtures 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 Minety Thousand Dollars and no/100's (\$90,000.00)

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

To protect the security of this trust doed, granter agrees:

value

come immediately due and payable. The execution by frantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust doed, frantor 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 wasts 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 thereon, and pay when due all costs incitred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting the property; it the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary may from time to time require, in an amount on test than \$1.10.11.11.55.

4. To provide and continuously maintain insurance on the buildings now or hereafter orected on the property against Joss or damage by lire and such other haxands as the beneficiary may from time to time require, in an amount not less than \$1.10.11.11.55.

written in companies 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 fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary upon any indebtedness secured hereby and in such order as beneficiary may direct or payable by the mention of the contract of the property free from construction liens and to payable with mention of the object of the security ana

8. In the event that any portion or all of the property shall be taken under the right of eminent dumain or condemnation, beneficiary shall have the right, it it so elects, to require that all or any portion of the monins 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 authorized to insure title to real property of this state, its subsidiaries, efficience on the United States or any agency thereof, or an excrew agent licensed under ORS 699.505 to 696.585. "WAHNING: 12 USC 1701]-3 regulates and may prohibit exercise of this option.

The publisher suggests that such an agreement address the Issue of obtaining beneficiary's consent in complete detail.

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 beneticiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and applicate courts, necessarily paid or incurred by beneticiary 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 lees and presentation of this deed and the note for endursement (in case of full reconveyances, for cancollation), 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 graxing any executes at the entire of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthluness thereof. Trustee's fees for any of the sorvices mentioned in this paragraph shall be not less, than \$5.

10. Upon any default by grantor bereunder, 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 kereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or etherwise 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 lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collectio

and other insurance policies or componation or awards for any taking or damage of the property, and the application or release thereof as alouesaid, shall not cure or waive any default or notice of default hereunder or invalidate any, and the application or release thereof as alouesaid, shall not cure or waive any default or notice of default hereunder or invalidate any, and the application or release thereof as a default of the ossence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In cuch an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the truste to foreclose this trust deed in the property of the release of the cure of the control of the control of the cure of the truste can be added in the more 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 secured hereby whereupon the trustee chall lix 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 86735 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 86735.

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 86735.

14. Otherwise, the sale shall be reproduced to the sale had be due had no default occured. Any other default had its capable to being cured may be cured by tendering the performance required under the obligation of the trust deed together with trustee and attorney's less not exceeding the amounts provided by law. The trustee and attorney's less not exceeding the amounts provided by law

tract 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 granter's prior coverage lapsed or the date granter tailed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance granter might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-

cottain alone and may not satisfy the fleed for property damage coverage of any mandatory mainty institutes 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:

(AXAMMENTATION OF THE PROPERTY OF TH

In constraint this trust deed, it is understood that the granter, trustee and/or beneficiary may each be more than one person; that

such word is defined in neficiary MUST comply s sclosures; for this purpos	(a) is applicable and the beneficiary the Truth-in-Lending Act and Regula vith the Act and Regulation by maki use Stevens-Ness Form No. 1319, or	riion Z, the KlChard L ng required	Doris L. Gree	
compliance with the Act	s not required, disregard this notice. STATE OF OREGON, Co	ounty of Klamath) ss	
right dayphic co	This instrument wa		e on January / 3	, 19. 98,
grin dan Karlina. Pangan		s acknowledged before m	e on	, 19,
	OFFICIAL SEAL LAURA JEUTLER NOTARY PUBLIC ORE COMMISSION NO. A 03	20% 1459 XX 7		
	MY COMMISSION EXPIRES MAY 3	Notary Public fo	or Oregon My commission ex	pires 15./.34.f

angkotorende Po not lose or distroy this Trust Deed OR THE NOTE which it secures. Beneficiary reconveyance will be made.

eld by you under the same. Mail reconveyance and documents to

EXHIBIT "A"

Lots 15 and 22, HIGHLAND PARK, in the County of Klamath, State of Oregon.

ALSO a portion of Lot 21, HIGHLAND PARK, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 21; thence North 89 degrees 56' East, along the North line of said Lot 21, a distance of 62.60 feet; thence South 02 degrees 45' 16" East, a distance of 62.84 feet to a point on the Southerly line of said Lot 21; thence North 60 degrees 34' West, along the Southerly line of said Lot 21, a distance of 10.46 feet to the Southwest corner of said Lot 21; thence North 46 degrees 08' West, along the Westerly line of said Lot 21, a distance of 80.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the above described premises conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded October 14, 1971 in Book M-71 at Page 10814, Microfilm Records of Klamath County, Oregon.

CODE 43 MAP 3909-12AA TL 2500 CODE 43 MAP 3909-12AA TL 2400

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Oline or ore	6. 41				16rh	day
Filed for record		Aspen Title		and duly recorded in		
of Jan	uary A.D	19 <u>98 at 11:21</u> Mortgages	on Page	1449		
			197	Gernetha G. Letsch, C	Jounty Clerk	<u> </u>
FEE \$20	.00		By	Autro - Jess		