69677

798 NO 13 P3:24
TRUST DEED Voi <u>M98 Page</u> 41538

THIS TRUST DE	ED, made this	23rd	day of October 1
batween	RANDALL	J. JONES	day or
Δ	SPEN		, as Gra
		TO TTUINGTIE ATOM	. as Trustee
	ASSUCTAT	ES FINANCIAL SERVI	CES COMPANY OF CREGON, INC.
as Beneficiary,			
		WITNE	ESSETH:
Grantor irrevocab	ly grants, bargains, sells	and conveys to trustee in trust, with p	lower of sale, the property inKLAMATH
		County, Oregon, described as:	
		_ Octomy, Oregon, described as.	
FRONTIER	RACTS, acc	ON OF SOUTHERLY PO ording to the offic County of Klamath	RTION OF TRACTS "B" AND "C" cial plat thereof on file County, Oregon.
-1-1-0-1-0-1-0-20 (4)1	y is not currently used for d all other rights thereur d in connection with said	ILO DEIGNOMICO DE LA ENVIVISE PAU ANA	oses, together with all and singular the tenements, hereditaments a ertaining, and the rents, issues and profits thereof and all fixtures n
			sum of \$ 4177.24 and all other lawful charges evidence
y a loan agreems	ent of even date herewith	, made by grantor, payable to the ore	der of beneficiary at all times, in monthly payments, with the full deb
not paid earlier, du	e and payable on1	0/23/01 ; and any exte	ensions thereof;
2) performance of		ntor herein contained: (3) nevment o	f all sums expended or advanced by beneficiary under or pursuant
	ecurity of this trust deed,		
To keep said and workmanlike n und materials furnis commit or permit v haracter or use of	property in good condition namer any building whice shed therefor; to comply waste thereof; not to con- said property may be re-	on and repair; not to remove or demoth may be constructed, damaged or or with all laws affecting said property on mit, suffer or permit any act upon sasonably necessary; the specific enu	dish any building thereon; to complete or restore promptly and in go destroyed thereon and to pay when due all claims for labor perform requiring any alterations or improvements to be made thereon; not aid property in violation of law; and do all other acts which from the merations herein not excluding the general.
2. To provide, mother hazards and a such amounts an aurance policies a confers full power secoming payable	naintein and keep the imperite included within the not for such periods as Beard renewals shall design on Benoficiary to settle thereunder; and, at Benoficiary and, at Benoficiary and, at Benoficiary and, at Benoficiary	provements now existing or hereinaftic scope of a standard extended covera neficiary may require, and in an insulate Beneficiary as mortgage loss pit and compromise all loss claims or afficiary's option, to apply same tower.	er erected on the premises insured against loss or damage by fire a age endorsement, and such other hazards as Beneficiary may requirance companies acceptable to Beneficiary. All such a form acceptable to Beneficiary. Grantor here all such policies; to demand, receive, and receipt for all proceed either the restoration or repair of the premises or the payment of the definition of the def
4. To appear in any all costs and a	and defend any action o	r proceeding purporting to affect the second number of title and attorney's	pearch as well as other costs and expenses of the trustee incurred ally incurred as permitted by law. security horeof or the rights or powers of beneficiary or trustee, and fees in a reasonable sum as permitted by law, in any such action
5. To pay at leas	st ten (10) days prior to	delinguency all taxes or assessment	c affecting the constitute and the
	or on the property of any	pair mereor mar at any time appear	o be prior or superior hereto.
ecessary to pay at nali be an addition ayable immediatel sser of the rate st	uch taxes, procure such al obligation of Beneficia y by Grantor upon notice ated in the note or the h or take any action whatso	insurance, or otherwise to protect Be ry secured by this Trust Deed. Unless a from Beneficiary to Grantor, and managers, and man	is Trust Deed, including, without limitation, covenants to pay taxe ut shall not be required to, disburse such sums and take such action inefficiary's interest. Any amount disbursed by Beneficiary hereund, is Grantor and Beneficiary agree otherwise, all such amounts shall be any bear interest from the date of disbursement by Beneficiary at the law. Nothing contained in this paragraph shall require Beneficiary
	damages in connection w reficiary who may apply o ade of fire or other insura	i igibaya suun monies received nu i	of or injury to said property or any part thereof is hereby assigned an in the same manner and with the same effect as above provided fo
			ANY OF OREGON, INC.
2047 WAS	HBURN WAY, KI	LAMATH FALLS, OREGO	N 97603 Phone: (541)885-9991

CRIGINAL (1)
BORROWER COPY (1)
RETENTION (1)

8. Upon any default by granter or if all or any part of the property is sold or transferred by granter without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part or it, and that the entering upon and taking possession of the property shall not cure or waive any default or invalidate any act done pursuant to such notice.

- 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 granter hereunder, granter 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 little thereto and that he will warrant and forever defend the same against all persons whomscaver

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

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 harein. 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 frand and seal the day and year first above written. STATE OF OREGON OFFICIAL SEAL JAMES A. SOVILES
NOTARY PUBLIC-OREGON
COMMISSION NO. 052583 1 88. MY COMMISSION EXPIRES MAR. 28, 2000 County of KLAMATH Personally appeared the above named _ RANDALL J. JONES acknowledged the foregoing instrument to be HIS voluntary act and deed James of Saulio My commission expires: Mas 18 100 REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid. the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said must deed have been fully paid and satisfied. You haveby are directed to canoni all evidences of indebtodness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the names dissignated by the terms of said injust deed the estate now held by you under the same. Med reconveyance and documents to _ STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of _ Aspen Title & Escrow the 13th A.D., 19 98 at 3:24 o'clock P. M, and duly recorded in Vol. M98 of ____ Mortgages on Page <u>41538</u> Bernetha G. Letsch, County Clerk

Karther Koss

FEE

\$15.00