

3604
TRUST DEED
CARL DEAN EDWARDS, JR.
P.O. BOX 509
BEAVER CREEK, OREGON 97004
ROBERT V. WETHERS, SR.
7015 WIDGEON LANE
BONANVILLE, OR. 97003
ROBERT V. WETHERS, SR.
7015 WIDGEON LANE
BONANVILLE, OR. 97003

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STATE OF OREGON
County of _____ ss.
I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book _____ reel/volume No. _____ on page _____
and/or as fee/file/instru-
ment/microfilm/reception No. _____
Record of _____ of said County.
Witness my hand and seal of County
affixed.
By _____ NAME _____ TITLE _____, Deputy

THIS TRUST DEED, made this 26th day of DECEMBER, 1998, between
CARL DEAN EDWARDS, JR.,
ASPEN TITLE and Escrow Company, Inc.,
ROBERT V. WETHERS, SR.,
as Grantor,
as Trustee, and
as Beneficiary,

WITNESSETH:
Grantor irrevocably grants, buys, gains, sells and conveys to trustee in trust, with power of sale, the property in
CLATSOP County, Oregon, described as:
ALSO known as CLATSOP Forested 22-98 2.D.E. SR
LOT 24, BLOCK 129, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT 4
BUYER AGREES NOT TO CUT ANY TREES OR DO ANY LOGGING ON THE SUBJECT PARCEL
WITHOUT BENEFICIARY'S EXPRESS PERMISSION.

together with all and singular the tenements, hereditaments and appurtenances and all other rights therein and belonging or in anywise now
or hereafter appurtenant, and the same, and all fixtures in or heretofore 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 TWENTY SEVEN THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
not sooner paid, to be due and payable _____ OF MONTH _____, 19____.
The date of maturity of the debt secured by this instrument, either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prop-
erty 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 be-
come immediately due and payable. The action by grantor of an "earnest money agreement" does not constitute a sale, conveyance or
assignment.
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; not to commit or permit any waste of the property.
2. To complete or restore promptly and in a good and salable condition any building or improvement which may be constructed,
damaged or destroyed thereon, and pay when the 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 join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and
to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching
agents 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 \$_____
written in comparable acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-
ficiary 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
within fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-
cure the same at grantor's expense. 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,
under or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens 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
promptly deliver same to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,
fines or other charges payable by grantor, either a direct payment or by providing beneficiary with funds with which to make such pay-
ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note
secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of
the debt secured by this trust deed, without notice of any right arising from breach of any of the covenants hereof and for such payments,
with interest as aforesaid, the property herein described, as well as the grantor, shall be bound to the same extent that they are
bound for the payment of the obligation herein described, and 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 deed immediately due and pay-
able and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the
trust incurred in connection with or in enforcement of its obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee;
and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,
including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this para-
graph in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor
shall add to the amount of the beneficiary's or trustee's attorney fees on such appeal.
8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-
ficiary shall have the right, if it so elects, to require that all or any portion of the moneys payable as compensation for such taking,
NOTE: The Trust Deed also 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, or the insurance company authorized to issue title to real
property in this state, or a title insurance agent authorized to issue title to real
property in this state, or a title insurance agent licensed under ORS 693.405 to 693.535.
The publisher suggests that each agreement address the issue of obtaining beneficiary's consent in complete detail.

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10. Upon any default by grantor to be appointed by a court and without possession of the property at the time of such appointment, the trustee shall be authorized to take any action necessary to protect the interests of the beneficiaries and to enforce the provisions of this trust agreement. The trustee shall be entitled to reimbursement for all reasonable and necessary expenses incurred in the performance of his duties, including the cost of legal and accounting fees, and the cost of any other services rendered by him or by any person acting under his direction. The trustee shall be entitled to compensation for his services as determined by the court. The trustee shall be entitled to reimbursement for all reasonable and necessary expenses incurred in the performance of his duties, including the cost of legal and accounting fees, and the cost of any other services rendered by him or by any person acting under his direction. The trustee shall be entitled to compensation for his services as determined by the court.

[illegible][illegible]

Earl Dean Edwards, Jr.

STATE OF OREGON, N. County of Clatsop
 This is to certify that Charles
 by Charles was acknowledged before me on 1-28-99 ss.

OFFICIAL SEAL
LINDA STILLER
NOTARY PUBLIC - OREGON
COMMISSION # NO 17346
MY COMMISSION EXPIRES OCT 26, 2004

Public for Oregon. My commission expires 11-25-00

Filed	(for record at request of)		Abscon Title & Escrow		The	27th	day
of	January	A.D. 1991	at 1:10 o'clock A.M.	and fully received in Vol.		1995	
		Mortgage	No. Page	2813			
P.B.	\$15.00		Linda Smith, County Clerk by [Signature]				