	1 mps 1001015
<b>9188 76</b> Valle (1825 - 1797 <b>6</b> Rody, follow (1811 1998)	ASPEN 991015  1.55 The control from a control of the second of the secon
THIS TRUST DEEL	D, made this 11th day of March 1999 The sale and the contest of th
	netted and not element to the dechievour vide been to and replaced to valid the the second se
as Beneficiary,	ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.  See a content of the second of the second sec
St. <u>Che</u>	The northeasterly 25 feet of lots 1 and 2
man of the man of the second o	in Block 22 of Industrial Addition to the City of Klamath Falls, according to the official plat thereof on Lile in the office of the County Clerk of Klamath County, Oregon.
yes now the service of the	සැය විවැති වීම විර වෙරවලට පුරුණු එම සිට 1992 සිට 1992 සිට 1992 සිට 1992 සිට 1992 සිට 1993 සිට 1993 සිට 1992 සි සිට 1993 සිට මණ්ඩාව එහි එරුණය සිට සිට 1993 සිට සිට 1993 සිට

that the base curry and those the argumbber him that he is lawfully covered a fee carpie of saud andered its lander emps editionalet revinal bau thinnew liw on tedi rate circles at 1 steams.

THE STATE AND STATE OF COUNTY CLASSICAL BACKSTON STATEMENTS OF CONTROVERS

By the state of th re 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:

and all other lawful charges evidenced For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 3750 58 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 03/11/03; and any extensions thereof,

(2) performance of each agreement of grantor hérein 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 keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. All insurance policies and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby confers full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder, and, at Beneficiary's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note.
- 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 the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed, Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

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.

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

97603 Phone (541)885-9991 2047 Washburn Way Klamath Falls.Or.

> ORIGINAL (1) BORROWER COPY (1) RETENTION (1)

tore hogea 8 Upon any default by grantof or all or any part of the property is sold or transferred by grantor without beneficiary sconsent the beneficiary may at any time, without notice, either in person or by agent, and without paging to the adequacy of any security for the indebtedness secured, enter upon at any time, without notice, either in person or by agent, and without paging to the spectrum for the indeptedness secured, enter upon and take possession of the property of any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

- 9. Upon default by granter in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums s. Opon detault by granter in payment of any indeptedness secured of in his performance of any agreement, the peneticary may deciate all sums researched 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 foreck se this trust deed by advertisement and sale. In the latter event the beneficiary provided by law to monigage relectionates of unecline trustee to reflective this trust deed by advertisement and sale. In the latter event the beneficiary ment of 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 10. If after persunt and prior to the time did date set by mustee for the mustee's sale, 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, 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 including the lawful lees of the trustee and the reasonable lees of 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

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 the grantor coveriants and agrees to and with the penericary and those clasming under run, that he is lawfully seized in see simple or salu described real property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS

USES.	YER SHOULD CHECK WITH THE APPE	Y PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN ROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPRO
This doed		OCON! T PLANNING DEPARTMENT TO VERIFY APPRI
assigns. The Assign	inures to the benefit of and binds all parti-	ies hereto, their heirs, legatees, devisees, administrators, executors, successor, including pledgee, of the note secured hereby, whether or not as more secured hereby secured hereby.
assigns. The term ber	reficiary shall mean the holder and owner	ies hereto, their heirs, legatees, devisees, administrators, executors, successor including pledgee, of the note secured hereby, whether or not named as a benef equires, the masculine gender includes the feminine and the posters of the
rierein. in construing	his deed and whenever the context as	including pledgee, of the note secured hereby, whether or not named as a benef equires, the masculine gender includes the feminine and the neuter, and the sin
menunciades tue bi	urali.	quies, the masculine gender includes the tomicine
IN WITNESS WHEE		the single-service and the neuter, and the single-service and the si
39 Gen WALL	EOF, the grantof has hereunto set his hand	id and seal the day and year first above written.
	34.112 Ten	a said sear the day and year first above written.
		A Complete to the second of th
	1 Saut 1 2 1 War 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The state of many the form
	Witness	
To bission in the same		felde I Walle
	TO 1980 TO TOP 12 TO BERT HE REED IN THE	JASUS Onto
		Jesus Ortega
	Witness	Enne al a
hong:		- magain onaga
Assertance of the second	10 11 7 90 944	Grantor
STATE OF OREGON	the state but the same	Esmeralda Ortega
- OF CHEGON	W 35 €	
		OFFICIAL CREATER
	r	OFFICIAL SEAL
•		) SS. JAMES A. SOWLES NOTARY PUBLIC-OREGON
County of		COMMISSION NO. 052668
	Clamath	MY COMMISSION EXPIRES MAR. 23, 2000
5 <del>2</del> 1947 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10 10 10 10 10 10 10 10 10 10 10 10 10 1	EATHER HAND CONTROL OF THE START CO. 2000
Personally anneared the	above namedJesus_Ortega	<u>Cally and the case of the cally and the cally and the cally and the cally and the cally are called a call and the call an</u>
th to their your of the second	to a history was no told notes with the	and Esmeralda Ortega
acidital est a color on	अवस्था १० १०से श्रातीलका कृती हुन्छ।	1 to Agran a residence of the Samuel
acturomedited the lotedoy	nd mehromaci kanib arii o coman.	
( )	1/	<u>heir each</u>
Before me:	and the same	voluntary act and de-
	- X pulle	
40 mg - 1 C	The control was fire to	My commission expires: Offer 28, 2000
A	"特别的 <b>性</b> "。2006年1	Notary Public
	the second state of the second second	
	The Control of the Co	And the state of t
	HEQUESTEO	DEM: mass.
		hen obligations have been paid.
то:		
	In a	<b>ete</b>
The understand the	the first the earliest representation	Ø. :
unuasigned is the lega	owner and holder of all indebtedness secured by the se	Constitution West Constitution
are directed to cancel all evidence	S of indebtorings and and it is its store to the store to	oregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby observed to you herewith together with said trust deed) and to reconvey, without werrardy, to the parties it reconveyance and documents to
designator by the	secured by said bust dead (which are	delivered to you herewith together with paid to use
use terms of said true	st deed the estate now held by you under the same. Mail	il reconvey, without warrardy, to the parties
	· · · · · · · · · · · · · · · · · · ·	
beng see you - store		
PERON PRODUCTION	1 - 2 2 3 4 HOLE DE 12 10 10 10 10 10 10 10 10 10 10 10 10 10	· · Notice
DATED:	Lington, Town to the Link and the desire to the line of the line o	State of the state
·		8 - 9C (C)
ATE OF OPECON	Th Hamman and	
ATE OF OREGON: COU	NTY OF KLAMATH: ss.	
icu for record at request of	Aspen Ti+1	le & Escrow
led for record at request of March	A.D., 1999 at 9:48	
		O Clock A M
	ofMortgages	
A1		on Page 8878
£ \$15.00		Linda Smith, County Clerk
t.w		by Kathlern Rosa
	医二氏性 医乳腺 医氯化二烷	y win Kom
	그 그는 그를 그 말중 경우를 고함하는	
		도 수 있다. 그는 그는 그를 보고 있는 것이 되었다.