## 81-20 JUN 22 PH 3 25

## ASPEN 04849761

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THIS TRUST DEED, made this 27th	Vol. M99 Page 24547
between Gary E. Weitzel and Deb	orah A. Weitzel, husband and wifeas Granto
Aspen Title and Escrow.	Inc
ASSOCIATES FIN	, as Trustee, an
as Beneficiary,	MANCIAL SERVICES COMPANY OF OREGON, INC.
••	WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to t	trustee in trust, with power of sale, the property inKlamath
County, Oreg	
	Jon, described as:
The Westerly 26.1 feet of Lot Block 14 First Addition to th official plat thereof on file Klamath County, Oregon.	t 3 and the Easterly 40.6 feet of Lot 4, he City of Klamath Falls, according to the e in the office of the County Clerk of
For the purpose of securing: (1) Payment of the indebtedning a loan agreement of even data herewith, made by grantor of paid earlier, due and payable on 06/05/29.  2) performance of each agreement of grantor bases a particular control of grantor bases and control of grantor bases.	and my
	n.
nd materials furnished therefor; to comply with all laws affect ommit or permit waste thereof, not to commit, suffer or peri haracter or use of said property may be reasonably necessar 2. To provide, maintain and keep the impanyment of the provide.	to remove or demolish any building thereon; to complete or restore promptly and in good cted, damaged or destroyed thereon and to pay when due all claims for labor performed ting said property or requiring any alterations or improvements to be made thereon; not to mit any act upon said property in violation of law; and do all other acts which from the ty; the specific enumerations herein not excluding the general.
such amounts and for such periods as Beneficiary may requisive and compositions and compositions and compositions and composition of such proceeds toward payment of the late. Any application of such proceeds toward payment of the ste.	ty, the specific enumerations herein not excluding the general.  xisting or hereinafter erected on the premises insured against loss or damage by fire and ard extended coverage endorsement, and such other hazards as Beneficiary may require, sire, and in an insurance company or insurance companies acceptable to Beneficiary. All is mortgage loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby all loss claims on all such policies; to demand, receive, and receipt for all proceeds apply same toward either the restoration or repair of the premises or the payment of the enote shall not extend or postpone the due date of monthly installments due under the
4. 10 appear in and defend any action or present and	ng the cost of title search as well as other costs and expenses of the trustee incurred in attorney's fees actually incurred as permitted by law.  orting to affect the security hereof or the rights or powers of beneficiary or trustee; and to the security hereof or the rights or powers of beneficiary or trustee; and to the and attorney's fees in a reasonable sum as permitted by law, in any such action or
5. To pay at least ten (10) days pror to delinguement all a	
6. If Grantor fails to perform the covenants and agreement	nts contained in this Trust Deed, including, without limitation, coverage to pay town
essary to pay such taxes, procure such insurance, or other	rwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder frust Deed. Unless Grantor and Beneficiary agree otherwise, all such amounts chall be
rable immediately by Grantor upon notice from Beneficiary to ser of the rate stated in the note or the highest rate permissi ir any expense or take any action whatsoever.	ible by applicable law. Nothing contained in this paragraph shall require Beneficiary to
rable immediately by Grantor upon notice from Beneficiary to ser of the rate stated in the note or the highest rate permissi in any expense or take any action whatsoever. It is mutually agreed that:  7. Any award of damages in connection with account.	to the state of the sparagraph shall require Beneficiary to
value immediately by Grantor upon notice from Beneficiary to ser of the rate stated in the note or the highest rate permission it any expense or take any action whatsoever. It is mutually agreed that:  7. Any award of damages in connection with any condemnation to be paid to beneficiary who may apply or release such mon- position of proceeds of fire or other insurance.	to the state of the sparagraph shall require Beneficiary to

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8. Updramy defeat any granted will all any part of the property is sold or transferred by grantor 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 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.

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- 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 defauit 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. 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 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 INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

herein. In construing this deed and whenever the context so required number includes the plural.	ures, the masculine gender includes the reminine and the neuter, and the singular
IN WITNESS WHEREOF, the grantor has hereunto set his hand	and seal the day and year first above written.
7/ 7/	
	Sun Eliter
	- JANA Grantos
	Gary E. Weitzel
	There also Bor 1'X'
	_ unimalleling
Witness	Deborah A. Weitzel
	Deboran A. Weitzei
STATE OF OREGON	) OFFICIAL SEAL
	JAMES A. SOWLES
	) SS. NOTARY PUBLIC-OREGON COMMISSION NO. 052568
	MY COMMISSION EXPIRES ILAR, 23, 2000
County of Klamath	
Personally appeared the above namedGary E. Wei	tzel and Deborah A. Weitzel and
reisonally appeared the above named	The state of the s
acknowledged the foregoing instrument to be	Their voluntary act and deed
	·
Before me: Smill Loules	My commission expires: Mas 28, 2000
	* Notary Public
# Chrotman	FOR FULL RECONVEYANCE
	when obligations have been paid.
70	Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the	ne foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby
are directed to cancel all avidences of indabtedness recured by said trust deed (which	are delivared to you herewith together with said trust deed) and to reconvey, without warranty, to the parties
designated by the terms of said trust dead the estate now held by you under the same.	i
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DATED:	
	Beneficiary
De not lose or destroy this Trust Doed Off THE NOTE which it secures.	Soft must be delivered to the trustee for cancellation before reconveyance will be made.
	State of Oregon, County of Klamath
	Recorded 6/22/99, at 3:25 p. m.

In Vol. M99 Page 24547 Linda Smith. Fee\$ 15 - KR