TRUST DEED

VOL 76 PAGE 2712

THIS TRUST DEED, made this 20th day of January
ROBERT L. SMART and FRANCES J. SMART, husband and wife
TRANSAMERICA TITLE INSURANCE COMPANY, 19.68..., between ., as Grantor, and EDGAR ALBERT and ILA FERN ALBERT, husband and wife .., as Trustee,, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

The following described real property in Klamath County, Oregon: Beginning at a point which lies North 89°49' West a distance of 976.04 feet and South 6°02' West a distance of 780.3 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and running thence; Continuing South 6°02' West a distance of 90.0 feet to a point; thence North 89°49' West to a point which lies on the Easterly right of way line of the new highway; thence North 11°36' West following the Easterly right of way line of the new highway to a point which lies North 89°49' West a distance of 598.6 feet, more or less from the point of beginning; thence South 89°49' East a distance of 598.6 feet, more or less, to the point of beginning, said tract being situate in the N2SW4 of Section 7, Township 38 South, Range 9 East of the Willamette

which said described real property does not exceed three acres, 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 fixtures now or hereafter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SIX 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

thereon according to the terms of a promissory note of even date hen final payment of principal and interest hereof, it not sooner paid, to be a payment of principal and interest hereof, it not sooner paid, to be a payment of principal and interest hereof, it not sooner paid, to be a payment of protect, praerve and maintain said property in good condition and repair, not occurred the payment of payment of the payment of th

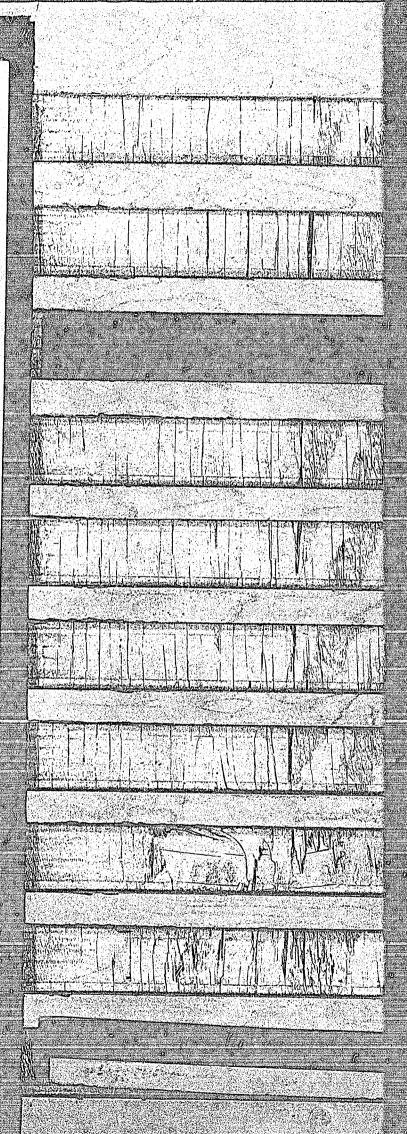
ly upon beneficiary's request.

time and from time to time upon written request of beneof its less and presentation of this deed and the note for

confection of such rents, issues and prolits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloressid, shall not cure or ways any or stock or notice of default hereunder or invalidate any act done pusues to such a control of the property of the prop

hereunder. Each such appointment and substitution shall, be made by we instrument executed by beneliciary, containing reterence to this trust and its place of record, which, when recorded in the office of the College or Recorder of the county or counties in which the property is situshall be conclusive proof of proper appointment of the successor frustee. It? Trustee accepts this trust when this deed, duly executed acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other dectrust or of any action or proceeding in which grantor, beneficiary or trustable be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-The grantor covenants and agrees to and with the penetrolary and the simple of said described real property and has a valid, unencumbered title thereto;



2713

and that he will warrant and forever defend the same against all persons whomsoever.

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 requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

(SEAL)

(If the signer of the above is a corporation,

(ORS 93.490)

(SEAL)

STATE OF ###### Calif.

STATE OF OREGON, County of Personally appeared .

County of MANAGE Santa Cruz.
January 20, 19 68 January 20, 19.68.

Personally appeared the above named ROBERT
L. SMART and FRANCES J. SMART, hus
band and and acknowledged the toregoing instru-

....voluntary act and deed.

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

(OFFICIAL BOOD OF SEAL) EDWARD H. BEALERblic tor Graph My Commission Exploramission expires:

May 9, 1971 and that the seal altixed to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of the acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon My commission expires:

ment to be their

TRUST DEED No. 831) STATE OF OREGON, Record of Mortgages Witness County affixed.

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

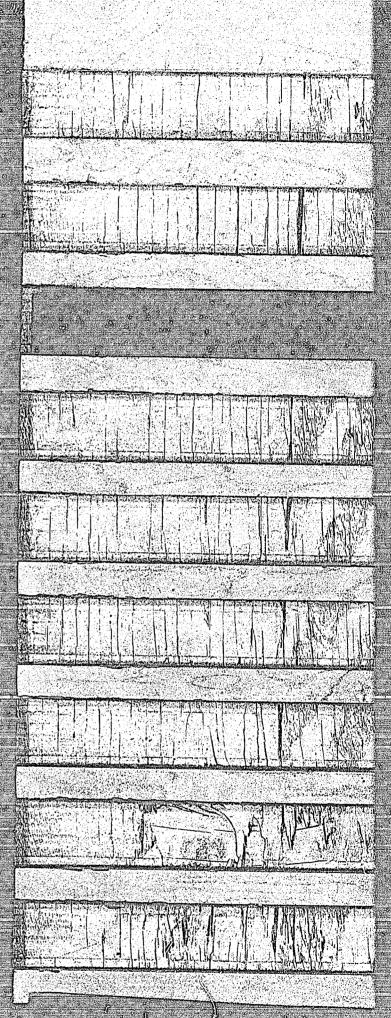
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents

DATED:

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the tru

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