

TRUST DEED

TRUST DEED

28-1963

THIS TRUST DEED, made this 17TH day of DECEMBER, 1971, between

JOHN PATRICK SWAIN, A SINGLE MAN, as Grantor,

TRANSAMERICA TITLE INSURANCE COMPANY, A CORPORATION, as Trustee,

LEON ALEXANDER as Beneficiary,

TO HAVE AND TO HOLD unto the said JOHN PATRICK SWAIN, A SINGLE MAN, his heirs and assigns forever, all that certain

WITNESSETH:

and LEON ALEXANDER **WITNESSETH:**
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in _____ County, Oregon, described as:
S1/2NW1/4.

GOVERNMENT LOTS 1, 2, 3 AND 4 AND THE S1/2NW1/4,
N1/2N1/2SW1/4 AND THE S1/2NE1/4 OF SECTION 1,
TOWNSHIP 33 SOUTH, RANGE 13 EAST OF THE WILLAMETTE
MERIDIAN, KLAMATH COUNTY, OREGON.

THIS DEED OF TRUST IS GIVEN TO SECURE THE PAYMENT OF A PORTION OF THE PURCHASE PRICE OF THE WITHIN DESCRIBED PROPERTY.

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, _____ Dollars, with interest
FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE
sum of THIRTEEN THOUSAND FIVE HUNDRED 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 _____, 19____
final payment of principal and interest hereof, it not sooner paid, to be due and payable _____
_____ do hereby certify that the above is a true and correct deed, grantor agrees: _____
_____ (in case of full reconveyance, for cancellation), without affecting _____
the liability of any person for the payment of the indebtedness, trustee joins in _____
_____ and plat of said property; _____ in any _____

To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to permit any waste of said property.

1. To protect, preserve or demolish any building or improvement on the premises, or to repair, not to remove or permit any waste of said property, and in good and workmanlike not to contract for or permit any waste of said property, and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon or thereunder, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises, and to pay the full amount of all taxes and restrictions affecting said premises pursuant to the Uniform Game in the civil Code as the same may be required and to pay the full amount of all fees searches made by any public office or offices, as well as any other fees or charges which may be deemed desirable by any filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in

[illegible]

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 trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees incurred.

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for

NOTE: The Trust Dead Act 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 a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches.

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

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; If warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

CALIFORNIA
STATE OF ~~OREGON~~ } ss.

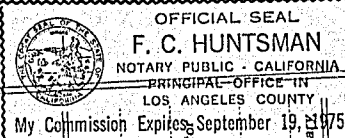
County of Los Angeles } ss.

On December 23, 19 71

Personally appeared the above named
John Patrick Swain
and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
(OFFICIAL SEAL) [Signature]
Notary Public for Oregon

My commission expires:



TRUST DEED
(FORM No. 881)

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 30th day of December, 19 71, at 3:35 o'clock P.M., and recorded in book M71 on page 13684, or as ord of Mortgages of said County.

Witness my hand and seal of County afixe.

Wm. D. Milne

County Clerk

By Cynthia [Signature] Deputy

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

AFTER RECORDING RETURN TO

LEON ALEXANDER
9720 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212

Fee \$3.00

REQUIRE FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: Trustee

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 to

DATED: 40, 19 71

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.