

KNOW ALL MEN BY THESE PRESENTS, That FRANK A. FAGANELLO and SANDRA J. FAGANELLO, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by E. Willard Cedarleaf and Terry D. Cedarleaf, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Easterly one-half of Lots 13 and 14, in Block 33, of West Klamath, Oregon, according to the duly recorded plat thereof on file in the Office of the County Clerk, Klamath County, Oregon.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,000.00.

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). ☐ the whole

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 26th day of January, 1973.

Frank A. Faganello
FRANK A. FAGANELLO

Sandra J. Faganello
SANDRA J. FAGANELLO

STATE OF OREGON, County of Klamath, ss. Feb. 17, 1973.
Personally appeared the above named Frank A. Faganello and Sandra J. Faganello and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Ida Friedrich
Notary Public for Oregon
My commission expires Sept 25 1973

Note: The sentence between the symbols ☐, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO

E. Willard Cedarleaf
3927 South Sixth Street
Klamath Falls, Oregon 97601

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 27 day of June, 1973, at 4:20 o'clock P. M., and recorded in book M 73 on page 8114 Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title.

By Hazel D. Dugan Deputy.

FEES \$ 2.00

(DON'T USE THIS SPACE, RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

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THIS TRUST DEED, made this 27th day of June, 1973, by MORRIS PREVA CASKEY, a married man, ROBERT D. BOIVIN, attorney, and WESTERN BANK, KLAMATH FALLS BRANCH, as Beneficiary. WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with Klamath County, Oregon described as:
Lots 1, 2 and 3 in Block 84, KLAMATH ADDITION to the City of

which said described real property does not exceed three acres, together with all and singular appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining 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 to the sum of \$ 60,000.00 with interest thereon according to the terms of a promissory note of Morris Preva Caskey

Beneficiary or order and made by Grantor, if not sooner paid, to be due and payable at the final payment of principal and interest thereof, if not sooner paid, to be due and payable

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; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

4. To keep the buildings now or hereafter on said property insured against loss by fire and against loss by such other hazards as the Beneficiary may from time to time require in an amount not less than the lesser of the indebtedness hereby secured or the insurable value of said buildings; that such policies shall be issued by companies satisfactory to the Beneficiary and shall contain such provisions and shall bear such endorsements as Beneficiary may require and be payable to Beneficiary; that such policies shall be delivered to and retained by the Beneficiary and at least five days prior to the expiration thereof renewal or substitute policies shall be delivered to Beneficiary; that the proceeds of such insurance shall be applied as Beneficiary shall elect to the such insurance shall be applied as Beneficiary shall elect to the payment of any indebtedness thereby secured or to the restoration of any of the property or by release to Grantor and that such application or release shall not cure or waive default or notice of default hereunder or invalidate any act done pursuant to such notice; that the Beneficiary is authorized in the event of any loss to compromise and settle with any insurance company, to endorse, negotiate and present for and in the name of the Grantor any check or draft issued in settlement of any such loss and any check or draft issued in settlement of any such loss and

It is Mutually Agreed

9. In the event that the Beneficiary shall have the or any portion of the making, which are in reasonable costs, expense incurred by Grantor if Beneficiary and attorney's expenses and attorney's fees in such proceeding to take such