Vol. 73 Page 679 _ 82390 VERNON C. KERN and BILLIE M. KERN, husband and wife
ROBERT D. BOIVIN, Attorney

and ESTATE OF GERTRIDE C. GROWN, 19..73., between as Grantor, as Trustee, and ESTATE OF GERTRUDE C.STOTT, aka, GERTUDE CENITH STOTT, Deceased Beneficiary, WITNESSETH: Lot 5 of FAIR ACRES SUBDIVISION No. 1, Klamath County, Oregon. M 3 丟 33 70 \equiv 1 which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appendix and all other rights thereunto belonging or in anywise now or herealter appendixing, and the rents, issues and profits thereof and all fixtures now or herealter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of FOUR THOUSAND EIGHT HUNDRED and no/100ths—

Dellars, 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 final payment of principal and interest hereof, it not sooner paid, to be due and payable January

[19.74] sum of FOUR THOUSAND EIGHT. HUNDRED and not hereon according to the terms of a promissory note of even date her final payment of principal and interest hereof, it not sooner, paid, to be a support of the security of this trust deed, grantor agrees:

1. 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 repair not to remove or demolish any building or improvement thereon, and the continuous of the constructed, damaged or destroy. To complet with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property: it the beneficial forms and restrictions affecting said property; it the beneficial forms or searching agencies as may be deemed destroils by the cial Code as the beneficial said property; it the beneficial forms or searching agencies as may be deemed destroils by the principal said property; it is demonstrated to the beneficiary.

1. To provide and continuously maintain insurance on the buildings of the said of the continuously maintain insurance on the buildings of the said of the continuously maintain insurance on the buildings of the said of the continuously maintain insurance on the buildings of the said of the continuously maintain insurance on the buildings of the said of the companies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall any reason to procure any such insurance and to it has grant been procured to the said of the said o to be due and payable

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to be due and payable
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the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the property; (b) join in any granting and season of the lien or charge established on the lien or charge of the conveyance may be described as the "person or persons to the trustee any be described as the "person or persons is gally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthuliaess therein, Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any for the indebtedness hereby secured, enter upon and to by a court obe appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and to here in the secure of any security for any part thereof, in its own name such otherwise collect the rents, issues and prolits, including those past discard of the and unput and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as benevals and application or release thereof, as aloresaid, shall not cure or property, and any of the collection of such rensessed operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and unput of notice of default hereunder of invalidate any act done property, and until or notice of default hereunder, the beneficiary may determine the interest of the angular of the property of the secured hereby with the secured hereby or in his per real property to satuly the outgations secured retroy, whereupon the studies shall list the time and place of sale, give notice thereof as then required by shall list the time and place of sale, give notice thereof as then required by the structure of the obligation secured thereby (including costs and expenses actually incurred in coloring the terms of the obligation and trustees and alternative in coloring the terms of the obligation and trustees and alternative in coloring the terms of the obligation and trustees and statut, in which event all foreclosure procedings shall be dismissed of the structure of the 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 a valid, unencumbered title thereto NOTE: The Trust Deed 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 sovings 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. . j v v V U

nd that he will warrant and fore			
(a)* primarily for grantor's pe (b) for an organization, or (a) —— purposees This deed applies to, incres to	proceeds of the loan represented by reonal, tamily, household or agricusen if grantor—is a natural-person— the benefit of and binds all part benefitary shall mean the holder a	re-for-business or commercial	ourposes other than agricultural devisees, administrators, execu-
not named as a beneficiary herein imminine and the neuter, and the singuIN WITNESS WHEREO immortant (a) is not applicable; if warranty (a) is a comply with the Truth-in-Lending Act arguired disclosures; for this purpose, if it ien to finance the purchase of a dwellinguivalent; if this instrument is NOT to to 1306, or equivalent.	In construing this deed and when lar number includes the plural. OF, said grantor has hereunto out, whichever warranty (a) or pplicable, the beneficiary MUSI degulation Z by making relisis instrument is to be a FIRST ng. use S-N Form No. 1305 or	aver the comean so required,	ear first above written.
Personally appeared the above remaining the ERNON C. KERN and B. husband and wife ERN and warms and acknowledged the above remaining the control of the cont)ss. 173 Pers amed each for h to toregoing instru-	mself and not one for the othe	andwho, being duly sworn, r, did say that the former is the sident and that the latter is the retary of
Description of their section of the	and that to said con half of said to said to said them ackr Between agen Notary Pu	poration and that said instrum	instrument is the corporation, instrument is the corporate seal ant was signed and sealed in best board of directors; and each of be its voluntary act and deed. (OFFICIAL SEAL)
TRUST DEED	STATE OF OREGON, County of KLANATH I certify that the within instrument was received for record on the 10th day of OCTOBER 1973 at 33.39. Octook P.M., and regarded	in book. In on page. Record of Mortgages of said County. Witness my hand and seal of County affixed. WM. D. MILNE COUNTY CLERK Title	BOLVIN & BOLVING 210 BOLVIN BUI DING 41 AWATH FALLS, ORE. 97601
70;	REQUEST FOR FULL RI To be used only when abliga , Trustee	and the second and the second of the second second second second second second	FEE & L.O
lating for the control of the test of the collection was the part of the collection and the control of	ute, to cancel all evidences of indeed) and to reconvey, without warra	on payment to you of any sub- bledness secured by said trust nty, to the parties designated b	deed (which are delivered to you
Do not lose or destroy this Trust Doe	OR THE NOTE which it secures. Both must	Bense	