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CC THE REAL PROPERTY AND A DESCRIPTION OF

HORACE H. KEPHART and DOROTHY A. KEPHART, husband and wife, as grantor, convey and warrant to JOHN A. McDONALD and LILLA E. McDONALD, nusband and wife, as grantee, the following described real property, free of encumbrances, except as specifically set forth herein, situated in Klamath County, State of Oregon, to-wit:

Beginning at the initial point of the survey of Brewer's Ranchos according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which point is the quarter section corner between Sections 7 and 18 Township 24 South, Range 7 East Willamette Meridian; thence North 58° 13' 37" East a distance of 79.36 feet to a point; thence North 80° 38' 03" West a distance of 217.46 feet to a point on the arc of a 50 foot radius curve having a central angle of 161° 39' 23"; thence Southerly along the arc of said curve a distance of 107.6 feet, more or less, to its intersection with the South line of Lot 2 Block 2 Brewer's Ranchos; thence South 89° 45' 10" East along said South line a distance of 188.35 feet to the point of beginning.

TOGETHER WITH an undivided one-sixth interest in a domestic water well located on Lot 1, Block 2, Plat of Brewer's Ranchos and the pump, lines and accessories as the same may be located on Lots 1 and 2, Block 2 of said plat and the right of access thereto and the right to draw and use water from said well.

SUBJECT TO: (a) Reservations and restrictions contained in the dedication of the Plat of Brewer's Ranchos.

(b) Right of way for transmission lines, including the terms and provisions thereof, given by Oscar Spliid to Midstate Electric Cooperative, Inc., a cooperative corporation, dated May 19, 1967, and recorded May 22, 1967, in Volume M67, Page 3804, Microfilm Records of Klamath County, Oregon.

The true and actual consideration for this conveyance is \$25,800.

Until a change is requested, all tax statements are to be sent to the following address: Mr. and Mrs. John A. McDonald, 2805 Almaden, Eugene, Oregon.

DATED this 22 day of December, 1975.

Horace H. Kephart Dorothy A. Kephart

STATE OF OREGON

) ss. County of Lane)

On this <u>32^d</u> day of December, 1975, personally appeared before me the above-named Horace H. Kephart and Dorothy A. Kephart, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me

Public for Gregon

My Commission Expires: 4-14-77

Statutory Warranty Deed Return to:Butler,Husk & Gleaver-F.O. Box 1147-Eugene,OR 97401

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of JANUARY A.D., 19 76 at 4:12 o'clock P M., and duly recorded in Vol N 76

of _______ on Page _563_____ WM. D. MILNE, County Clerk By Attach Charas Deputy

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(- HEI-Oregon Trust Deed Series-TRUST DEED.
	THIS TRUST DEED, mude this 22nd day of December , 19 75, between John A. McDonald and Lilla E. McDonald
	Klamath County Title Company , as Trustee,
nd	Horace H. Kephart and Dorothy A. Kephart , as Beneficiary,
	WITNESSETH:
2.	Granter irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:
	Beginning at the initial point of the survey of Brewer's Ranchos according to the official plat thereof on file in
	the office of the County Clerk of Klamath County, Oregon,
	which point is the quarter section corner between Sections
	7 and 18 Township 24 South, Range 7 East Willamette Meri-
	dian; thence North 58° 13' 37" East a distance of 79.36 feet to a point; thence North 80° 38' 03" West a distance
	of 217.46 feet to a point on the arc of a 50 foot radius
	curve having a central angle of 161° 39' 23"; thence
	Southerly along the arc of said curve a distance of
	107.6 feet, more or less, to its intersection with the
	South line of Lot 2 Block 2 Brewer's Ranchos; thence South 89° 45' 10" East along said South line a distance
	of 188.35 feet to the point of beginning.
	and the family of majerseevils.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the um of Twenty Thousand Eight Hundred and no/100's (\$20,800.00) Dollars, with interest thereon according to the terms of a promissory note of even date horewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if not sconer paid, to be due and payable December 25 .19 87. The date of maturity of the debt accured by this instrument is the date, stated above, on which the linal installment of said nore becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates ex-pressed therein, and at the option of the holder thereot, upon demand, shall become immediately due and payable. The above described real property is is not (state which) currently used for stricultural, timber or grazing purposes.

of said property. e promptly and in good and worknumlike ment which may be constructed, damaged or

the beneficiary may require and to pay for filing same in the coeffice or offices, as well as the cost of all lien searches made

ervide and continuously maintain insurance on the buildings is exected on the said premises against loss or damage by live harards as the gradiant of how time to time require, in loss than 3 200 may how time to time written in n amount not less than \$ 20,000.00 with loss payable to the latter; all collection of sus objects of insurance shall be delivered to the beneficiary as soon as insured; insurance shall be delivered to the beneficiary as soon as insured; insurance shall be delivered to the beneficiary as soon as insured; insurance shall be delivered to the beneficiary as the set filter days neither to the review of the beneficiary at least filter days neither to the review of the beneficiary of the be

act done pursuant to such matice. S To keep said promises free from construction Fors and to pay all faces, assessments and other charges that may be levied or assessed upon or against said property before any part of such faces, assessments and other charges theorem parts due or delinquent and promptly deliver recipits therefor to beneficiary: should the grantor fail to make payment of any tares, assess ments, invurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to recomment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the nois secured hereby, together with the obligations descense a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from lineach of any of the trust deed, without waiver of any rights arising from lineach of any of the

this trust deed. costs, lees and expenses of this trust including the cost ins the other costs and expenses of the trustee incurred in enforcing this obligation and trustee's and attorney's

, in and defend any action or proceeding purporting to this or powers of beneficiary or trustee; and in any suit. scian or proceeding in which the beneficiary or trustee may appear, includ-ny suit for the loreclosure of this deed, to pay all costs and expenses, luding cuidance of title and the beneficiary's or trustee's attorney's free, t round of attorney's leves mentioned in the sections. the benchiciary's of trustee's attorney's tres, it formed in this paragraph 7 in all cases shall it (the event of an appeal from any judgment for further egrees to pay such sum as the a isonable as the beneficiary's or trustee's atto e court shall adjudge reasonable lees on such appeal. It is mutually agreed that:

under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the moniee payable so contensation lor successor or successors to any truster named here'n or to any necessary in obtaining such com-

time upon written request of bene-ation of this deed and the note for

NOTE: The Trust Deed Act provides that the trustee hereunder must bu either an attamey, 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 lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, affiliates, agents or branches, or the United States or an agency thereof.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition repair: not to remove or denoilsh any building or improvement thereon. (a) consent to the making of any map or plat of said property: (b) join granting any essented or creating any restriction thereon; (c) join in a whordination or other agreement affecting this deed or the lien or char thereon (c) agreement affecting this deed or the lien or char (a) consent to the making of any map or plat of said property; (b) join are plat of the second of the said property in good condition repair: not to remove or denoils any building or improvement thereon.

expenses of operation and confection, including reasonation a on any indebtedness secured hereby, and in such order as i

entering upon and taking possession of said property, th issues and profits, or the proceeds of fire and other remation or awards for any taking or damage of the tion or release thereof as adoresaid, shall not cure o tice of default hereunder or invalidate any act don

may determine, or at option of beneficiary the entire amount so collected, or and it the above described real nume sectored hereby immediately due and payable. In such an even not cure or wave any detault or noise of delault hereinder or mvalidate any act done pursuant to such noises the four construction l'ens and to pay all large, assessments and other charder that was be beneficiary is not so currently need to be above the pursuant to such noises the four construction l'ens and to pay all large, assessments and other charder that was be beneficiary is not so currently need to be the pursuant to such noises the line construction l'ens and to pay all large, assessments and other charder that the beneficiary is not so currently need to be the pursuant to such noises the line of the to pay all line to be above to be line of the top and to pay all line to be above to be line of the top and the pay all line to be above to be line of the top and to pay all line to be above to be line of the top and to pay all line to be above to be line of the top above ⁷⁷ there in equity, as a montpage in the manner provided by law for mortpage in sector it stat even its net so currently used, the bene mortpage in the intervent is net so currently used, the bene mortpage is not so currently used, the bene mortpage is not so currently used. The bene mortpage is not so currently used, the bene is and so the bene is not so the source shall be the bene is not so the source shall be the bene is not so the source shall be source source bene source bene source bene source bene the bene is not source source bene source

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such portion of the principal as would not the the default, in which even be dismissed by the trustee hall be held on the date and at the time and sale. The trustee may sell and property either rech and shall with the send

lact shall be conclusive proc of the trustee, but includin

itually agreed that: event that any portion or all of said property shall be taken deminent domain or condemnation, beneficiary shall be taken

uccessor trustee appointed hereinder. Upon such appointment, and without onveyance to the successor trustee, the latter shall be vested with all title, newers and duties conferred upon any trustee herein named or appointed ereunder. Each such appointment and substitution shall be made by written shall be conclusi

a star a ser in The grantor covenants and agrees to and with the beneliciary 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, except reservations and restrictions contained in the dedication of the plat of Brewer's Ranchos, and right of way for transmission line as disclosed in instrument recorded 5-22-67, Vol. M67, P. 3804, Klamath County records. and that he will warrant and forever defend the same against all persons whomsoever. FORM He 723-BARGAIN AND 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 sgricultural purposes (see Important Notice below), (b) for an experiention, or ferrer is geneter in a natural person) are for kenness or communical perposes other then sgricultural Si KNOW ALL MI This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-fors, personal representatives, successors and usaigns. The term beneficiary shall mean the holder and owner, including pledgee, at the contract secured hereby, whether or not named as a beneficiary herein. In constraing this deed and whenever the context so requires, the masculine gender includes the terminine and the neuter, and the singular number includes the plural. a municipal for the consideration h Corporation IN WITNESS WHEREOF, said grantor has hereunto set his hard the day and year this above write nereinafter called gran tenements, hereditan * 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, use Stevens-Ness Form No. 1306, or equivalent. if compliance with the Act not required, disregard this notice. of Klamath A portion of Addition to ticularly de said Block 67 (If the signer of the above is a corporation, use the form of acknowledgment apposite.) Harriman Str to a point; (OR5 93.470) STATE OF OREGON. STATE OF OREGON, County of of said Bloc County of Lane December 28, 1975 beginning. Personally appeared Personally appeared the above named John A. McDonald and Lilla who, being duly sworn, each for himself and not one for the other, did say that the former is the E. Mcponald president and that the latter is the secretary of and acknowledged the loregoing instruand that the seal allised to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors: and each of them acknowlodged said instrument to be its voluntary act and deed. Belowe me: (OFFICIAL Bother nei) (OFFICIAL Bother nei) Notary Public for Oregon Notary Public for Oregon My commission expires: 4-14-77 My commission expires: To Have and to H The true and acti owever, the actual of whole consideration 4 In construing this e changes shall be implied to In Witness Wherea il a corporate grantor, it l order of its board of dire offix corporate seal) STATE OF OREGON County of Personally appeared the abov and acknowled REQUEST FOR FULL RECONVEYANCE ment to be ... To be used only when obligations have been paid. Before me: Trustee (OFFICIAL SEAL) The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and holder of all indepledness secured by the toregoing trust deed. All suffis secured by said frust deed have been fully paid and satisfied. You haveby 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 the said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you Notary Public for My commision er 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 - 10 - C GRANTOR'S the second of th Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconversance will be made. After seconding return to: the Water of OU Box 2.2.7 inter and the for the state to be when the set on a called stil a change is requested all fax statement NAME AF



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