., as Grantor, ..., as Trustee,

THIS TRUST DEED, made this 6th day of January KELLSTROM BROS. PAINTING, a partnership H. F. SMITH, as Beneficiary,

and BETTY J. KELLSTROM

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

Lot 9, Block 9, RAILROAD ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or un

now or hereafter appertaining, and the rems, issues and payment of the flow with said real estate.

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

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strument, irrespective of the maturity dates expressed therein, or sultural, timber or graxing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the person or personn legally entitled thereto, and the recitals therein of any matters or lack shall be conclusive proof of the drawing that be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable mey's less upon any indebtedness secured hereby, and in such order as beneficiary 11. The entering upon and taking possession of said property, in the collection of such rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable and prolits, including the property, and the application or release thereby, and in such order as beneficiary 11. The entering upon and taking possession of said property, it he collection of such rents, issues and prolits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresiad, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

11. The entering upon the such and the trust of the property

surplus, if any, to the granter or to his successor in inferest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all litte, powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee and acknowledged is made a public record as provided by Jaw. Trustee and oblitated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which kranter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, let uses, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the contract 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: Doloto, by lining out, whichever warranty (a) or (b) is nut 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 lastrument 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. KELLSTROM BROSA PAINTING STATE OF OREGON 1977 County of KLAMATH) January SS. Personally appeared SCOTT KELLSTROM and TODD KELLSTROM, who, being first duly sworn, did say that they are the partners in that certain partnership doing business under the firm name of KELLSTROM BROS. PAINTING, and that the foregoing Trust Deed was signed by them on behalf of said partnership, and they acknowledged said instrument to be the voluntary act and deed of said they acknowledged said instrument to be the voluntary act and deed of said 3 C B partnership. Before me: NOTARY PUBLIC FOR My commission expirés 7: 1717 TRUST DEED ö MILIE OF OREGON uo. M. 77 e number. file numi d of Mort, . O County of ...
I certify ō 11. I cer was 9;56 book as file 6.00 60 田田 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 The undersigned is the legal owner and holder of all indebtedness secured by the toregoing frust 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 Beneficiary not late 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.