

A-28266 34242
WHEN RECORDED MAIL TO
WESTERN BANK
Shasta Plaza Branch
P. O. Box 1864
Klamath Falls, Ore. 97601

Vol. 77 Page 15046

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this sixteenth 16th day of August, 19 77, among the Grantor, Alice L. Garlick (herein "Borrower"), Robert D. Boylin, attorney (herein "Trustee"), and the Beneficiary, Western Bank, an Oregon banking corporation, a corporation organized and existing under the laws of Oregon, whose address is 2885 So. 6th St., Klamath Falls, Oregon (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:

West $\frac{1}{2}$ of Lots 586, Blk 16, Fairview Addition No. 2, together with the east $\frac{1}{2}$ of vacated alley adjacent to said property on the west, vacated by ordinance No. 5075, recorded August 5, 1959 in volume 314, Page 548 deed records of Klamath County Oregon.

which has the address of .527 & .527 $\frac{1}{2}$ Upham Klamath Falls, Oregon 97601 (herein "Property Address");
[Street] [City]
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated August 16, 1977 (herein "Note"), in the principal sum of Eighteen thousand and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 19, 1997; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

OREGON—1 to 4 Family—6/75*—FNMA/FHLMC UNIFORM INSTRUMENT

[illegible]

