ז ז ו ז	135	3993	5	TI	UST DEED			235 <b>(9</b> .3
	THIS COLIVER R SECURITY	FRUST DEE SPIRES SAVINGS BT L MOU	D, made thi II and & LOAN REY and	s Ist DIANNE E. ASSOCIATI EVA U. MO	day of SPIRES, ON REY hus	Deceml husband	ec and wife wife	<b>235(9</b> ) , 19–77, Between , as Grantor, , as Trustee,
	iu (1. 1. 1777)		<b>V</b>		INESSETH:		wite,	, as Beneficiary,

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: A parcel of land situated in the SW1, Section 12, Township 38 S., R. 8 E.W.M., more particularly described as follows: Beginning at a 5/8" iron pin on the North line of the SW1, said Section 12, from which the center 1 corner of said Section 12 bears S. 89° 47'18" E. 647.91 feet; thence from said point c beginning N. 89°47'18" W., along the North line of said SW1, 1005.62 feet to a 5/8" iron pin; thence S. 17°24'13" E. 454.27 feet to a 5/8" iron pin; thence S. 89°42'28" E. 1006.07 feet to a 5/8" iron pin; thence N. 17°24'13" W. 455.76 feet to the point of beginning. SUBJECT TO: (1) Agreement between Rex Bord and California Oregon Power Company, recorded July 31, 1934, in Volume 103, Page 328, Deed Records of Klamath County, Oregon. (2) Easement recorded August 1, 1961, in Book 331, Page 343, in favor of The California Oregon Power Company. (3) Easement recorded June 13, 1977, in Book M-77, Page 10282, in favor of James W. %erns, et al,

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lectre of the trial court, grentor turner, were a series of the trial court, spentant court shall adjudge reasonable as the benelicinry's or trustee's attor-pellate court shall adjudge reasonable as the benelicinry's or trustee's attor-ney's tees on such appeal. It is mutually agreed that: It is mutually agreed that: under the right of emission domains domains, beneficiary shall he taken under the right of emission domains or condemnation, beneficiary shall have the right, if its ation the coefficient all or any portion of the momine nayable as come all assime the coefficient all or any portion of the momine nayable insured by grantor is such proceedings, shall be paid to beneficiary and applied by it list upon any reasonable costs and expenses and attorney's tees, both in the trial and appellate costs, and expenses and attorney's tees both in the trial and appellate costs, and expenses and attorney's tees both in the trial and appellate costs, and expenses to take such actions and execute such instruments as shall be necessary in obtaining such com-ensultion, promptily upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary, payment of its lees and presentation of this deed and the note for endorsement (in cure of bulk reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebidatics, trustee may

onlighted to notify any party here trust or of any action or proceed shall be a party unless such actic

ist Dead Act provides that the trustee he I loan association authorized to do busine & state, its subsidiaries, affiliates, agents

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully scized in fee simple of said described real property and has a valid, unencumbered title thereto except as stated above,

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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, 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 leminine 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.

~ 1 40 21

\* IMPORTANT NOTICE: Delete, by linit not applicable; if warranty (a) is app or such word is defined in the Truit beneficiary MUST comply with the A disclosures; for this purpose, if this in the purchase of a dwelling, use Stev if this instrument is NOT to be a first I equivalent. If compliance with the A (If the signer of the above is a corporation, use the form of acknowledgment apposite.)

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STATE OF OREGON, County of KLAMATH Personally appeared the above SPIRES II and DIANNE husband and wife, and acknowledged their vo

ent to be vol Before me: NICIAL Himmy 7 SEAL) Notary Public for Ore My commission expir

Grantor

TRUST DEED

TO:

881) ź (FORM

and Regulation by ma iment is to be a FIRST I s-Ness Form No. 1305 i, use Stevens-Ness Form not required, disregar (CRS	ien to finance or equivalent; No. 1306, or	ξ, (V(°T				
3 1	STATE OF OREGON, County of	) 55.				
)sr. )						
	Personally appeared	and				
ned OLIVER R. E. SPIRES,	each for himself and not one for the other, did say					
	president and that the latter is the secretary of					
torogoing instru- ary act and dood.	and that the seal affixed to the foregoing instrume of said corporation and that said instrument was a half of said corporation by authority of its board them acknowledged said instrument to be its vo Before me:	igned and sealed in be-				
ארן ער אב ו	Notary Public for Oregon My commission expires:	(OFFICIAL SEAL)				
Ben   FE OF OREGON Ben   unty of KIANATH   l certify that the within L   uses certify that the within	Sth. day there are a on record on the Sth. day to DECMBER, 1977, at 23,05 octock P.M., and recorded in book 1977 on page 23509 or as the number. 39935. Record of Mortgages of said County. Witness my hand and seal of County affixed. The and seal of County affixed. The area of County of the seal of County affixed. The seal of County affixed.	Return to : H.F. SMITH Attorney at Law GOD Main Street Klameth Falls, OR 97801				

Beneficiary

To be used only when obligations have been paid.

, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully point and a sisted of an independences secured by the toregoing trust deed. All sums secured by said 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

DATED:

must be delivated to the trustee for concellation before reconveyonce will be made.