

TRUST DEED

Vol. 12 Page 594

28 day of

MA. D. WILSON, 1978, between
MA. D. WILSON, as Grantor,

WITNESSETH

as Trustee,
as Beneficiary,
in trust, with power of sale, the property

in poor #18 72320 on base 2077 01
VISTA, in the County 56-100

LEAST DEED

STYLISH OF ONE-PIECE
CLOTHING

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Three Thousand Two Hundred and Five Dollars and 98/100

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, if not sooner paid, to be due and payable October 5, 1978.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said acreage and repairs; not to remove or destroy any trees, shrubs, plants, crops or other improvements on said land;

[illegible][illegible][illegible]

to the highest bidder, and the trustee may sell said property either to the highest bidder or to the purchaser for cash, payable at the time of sale. The property so sold, but without deed in form as required by law conveying the trust, shall in the deed of any covenant or warranty by law conveying the trust be void and of no effect. Any matters of fact shall be decisive proof of the truthfulness thereof. Any person, including the trustee, or any grantor and beneficiary, may purchase at the sale, including the trustee, but including the proceeds of the sale, pursuant to the power.

16. For any reason permitted by law benefiting a successor or assignee of the grantor, the termination of the trust and a reasonable charge by trustee for their interests subsequent to the interest of the trust deed. (3) all persons claiming an interest in the trust property shall appear in the interest of the trust deed. (4) the trustee shall have the right to sue for the interest of the trust property and to sue for the interest of the trust property and to sue for the interest of the trust property.

For any reason permitted by law, beneficiary may from time to time appoint a successor to any trustee named herein or to any trustee appointed hereunder. Upon such appointment, or to a trustee named or appointed hereunder, the latter shall be vested with all title and interest conferred upon any trustee named or appointed hereunder. Each such appointment and substitute herein named or appointed shall be in writing, and the appointment shall be in the place of record, with beneficiary, containing reference to this trust deed, and the order of the court, when recorded in relation to this trust deed, shall be the controlling order.

[illegible]

NOTE: The Trust Deed Act provides that the trustee hereunder shall be either an attorney at law, or a duly executed and recorded deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

_____, the Oregon State Bar, a bank, trust company or savings and loan association, authorized to do business under the laws of Oregon (or the United States, or the United States or any agency thereof),

2352

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.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below).

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 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.

Shirley M. Totten

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 of the grantor, the beneficiary MUST comply with the Truth-in-Lending Act and Regulation Z, the disclosures for this purpose, if this instrument 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 is not required, disregard this notice. If the signature of the above is a corporation, use the form of acknowledgment opposite.

STATE OF OREGON, County of Klamath

Personally appeared the above named

Shirley M. Totten

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me, Notary Public for Oregon

My Commission Expires

NOTARY PUBLIC OREGON

My Commission Expires

STATE OF OREGON, County of Klamath

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Notary Public for Oregon

My commission expires

NOTARY PUBLIC OREGON

My Commission Expires

REQUEST FOR FULL RECONVEYANCE

TO: The title of instrument of the debt secured by this Trust Deed

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 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 arrears, 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 same now held by you under the same. Mail reconveyance and document is to

DATED: 19

Beneficiary

TRUST DEED

(FORM No. 681-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

GRANTOR
BENEFICIARY
RECORDING RETURN TO
DEED

STATE OF OREGON
County of Klamath
I certify that the within instrument was received for record on the 29th day of March, 1978, at 10:17 o'clock A.M., and recorded in book M78 on page 5944 or as file/reel number 45390
Record of Mortgages of said County
Witness my hand and seal of County affixed
Wm. D. Milne
County Clerk
Title
By *Shirley M. Totten* Deputy
Fee \$6.00

12330

18721 DEED

14-11800-1-2