

1975, between
as Grantor,
as Trustee,
as Beneficiary,

EDWARD C. DILL, Sheriff

WITNESSETH:

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

Section 16

Lot 3 Block 7, Mountain Lakes Homesites, 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 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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Dollars, with interest thereon, made by grantor, the

[illegible][illegible][illegible][illegible][illegible][illegible]

legally entitled thereto," and the truthfulness thereof. Trustee's fees for any or all services performed by him in connection with this paragraph shall be not less than \$500.00.

10. Upon my default by grantor hereunder, beneficiary may at any time cause a writ of possession, either in person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter on and take possession of said property and the contents thereof, in order to cause same to be sold or otherwise collect the same, either on any part thereof, in or out of state and unpaid, and apply the same, monies and proceeds, to the satisfaction of the debt hereby secured, and the monies and proceeds of operation and collection, including any reasonable attorney's costs and expenses of operation and collection, and in such order as beneficiary's attorney may deem equitable and just.

11. Upon my default hereunder, I am taking possession of said property, the same being my personal property, and I am taking possession of the same without

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lise, and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible][illegible]

11. For each town permitted by law beneficiaries may from time to time assign a successor or successors to any trustee named herein or to any trustee named in the second, which when recorded in which the property is situated, and its successor of the county or counties in which the property is situated. Clearly the significant point of property is the assignment of the successor trustee, and the assignment of property is not required, when that deed, duly executed and recorded, is not

Trustee shall not be bound to accept this trust when the deed, duly executed and acknowledged by the grantor, is recorded as provided by law. Trustee is not obligated to modify any public hereditament in which grantor, beneficiary or trustee is or may be interested in any manner, or to proceed in any action or proceeding brought by or on behalf of any party unless such action or proceeding is brought by trustee.

an attorney; who is an active member of the Oregon State Bar, a bank, trust company or insurance company organized in the United States, a life insurance company authorized to insure title to real estate interests owned.

b6
b7C

[illegible]

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

20229

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

The grantor represents 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 agricultural purposes (see Important Notice below),
- (b) for education, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 instrument 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: Debits, by listing out, whether or 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 in financing the purchase of a dwelling, use Truth-in-Lending Form No. 1005 or equivalent; if this instrument is NOT to be a first lien, use Truth-in-Lending Form No. 1006, or equivalent, if compliance with the Act and Regulation is required, disregard this notice. [If the signer of the above is a corporation, use the form of acknowledgment opposite.]

William F. Benbrook
Sue A. Benbrook

STATE OF OREGON,

County of Klamath

September 7, 1978

Personally appeared the above named

William L. Benbrook and
Sue A. Benbrook

and acknowledged the foregoing instrument as their

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires 7/19/82

NOTARY

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and

who, being duly sworn, each for himself and ratify for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation, 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.

Notary Public for Oregon
My commission expires _____

(OFFICIAL
SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligation has been paid

FOR

Trustee

This acknowledgment is the legal release and discharge of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. It is hereby acknowledged, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, for cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with small trust deed) and to release, without warranty, to the parties designated by the terms of said trust deed the indebtedness held by you under the same. Make reconveyance and documents to _____

DATED:

1978

Beneficiary

Do not have or destroy this Trust Deed OR THE NOTE which it secures. Both must be preserved in the station for cancellation before reconveyance will be made.

TRUST DEED

(FORM NO. 201)

STANDARD FORM NO. 201, 1978 EDITION, 1978

Benbrook

Grantor

Tore, Date & Young

Beneficiary

AFTER RECORDING RETURN TO

Klamath County Title

Walter Miller

Walter Miller

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 13th day of September, 1978, at 2:36 o'clock P. M., and recorded in book 178 on page 20228 or as file/reel number 54889, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk

By Ronald J. Delich Deputy

Fee \$6.00