

TRUST DEED

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

Lot 25, Block 1, MountainLakes 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 profits, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-
tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND, FOUR HUNDRED DOLLARS Dollars, with interest thereon according to the terms of a promissory note of even face herewith, payable to beneficiary or order and made by grantor, the

19

10. The date of maturity of the debt herein is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or otherwise disposed of by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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

1. To execute the powers and authority conferred upon me by the will of the deceased, and to do all such acts and things as may be necessary or proper to carry out the same.

[illegible][illegible][illegible]

10. The power of the United States to acquire territory by purchase or otherwise is not limited by the Constitution to the acquisition of territory contiguous to the United States. The United States may acquire territory by purchase or otherwise, and the acquisition of territory by purchase or otherwise is not limited by the Constitution to the acquisition of territory contiguous to the United States.

1970年 1月 1日

[illegible]

9. All other moneys and assets that may be received or acquired by the trust shall be held in trust for the beneficiaries named in the trust instrument and shall be distributed to them in accordance with the terms of the trust instrument, and shall be subject to the provisions of the trust instrument.

100-104710-1000

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:

- (a) primarily for grantee's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization, 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 mortgage 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 being so, will never remedy (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 to finance the purchase of a dwelling, use Statement form No. 1005 or equivalent; if this instrument is NOT to be a first lien, use Statement form No. 1006, or equivalent. If compliance with the Act is required, disregard this notice.

(If the signer of this document is a corporation, see the form of acknowledgment attached.)

STATE OF OREGON,

County of Jackson

August 21, 1978

Personally appeared the above named

James R. Smith and Gayle E. Smith,

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

Before me:

(OFFICIAL SEAL)

Mary A. Carlson

Notary Public for Oregon

3/19/82

FORM NO. 1009

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

and who, being duly sworn, 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 _____, 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 his voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Trustee

TO:

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 payments in nature, to cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. All reconveyance and documents to

DATED:

19____

Beneficiary

The said loan to discharge this Trust Deed (No. _____) which is assigned, both said to be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM NO. 800)

EXPIRATION DATE: _____

Smith

(Grantor)

SPACE RESERVED

FOR

RECORDER'S USE

Dore, Dore & Young

(Beneficiary)

AFTER RECORDING RETURN TO

Klamath County Title Co.
Attention: Milly

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 19th day of September, 1978, at 2:46 o'clock P.M., and recorded in book 178 on page 20715 or as file/reel number 55208

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk

By *Burchard Krich* Title Deputy
Fee \$6.00