

L#01-11381

TIA 38-16515 Vol. 18 Page 21213  
TRUST DEED <sup>pi</sup> to 78... betwe

55537

THIS TRUST DEED, made this 25th day of  
ANDREW V. JONTS and JENABE  
OPPELT, and FLORENCE S. (181  
Klamath First Federal Savings and Li-  
abilities, as Trustee.

The planter irreducibly grants, before January, County, Oregon, described

**ATTACHED DESCRIPTION**

which said described real property  
together with all and singular the appur-  
tenances thereto belonging or derived therefrom  
including all improvements,附着物  
concerning it, place such as walk-to-wall  
with the above described premises, in  
the sum of \$10,300.00 Dollars, with  
the following or other articles made by  
**November 10**

This trust does what further security is  
needed, as may be required by the  
laws of the state or territory in which  
the trust is created. If the beneficiaries receive  
more than one notice, the beneficiary may  
cancel or void notice or part of any payment  
as soon as the beneficiary  
may elect.

The general hereby covenants to ascertain that the said premises and property and clear off all encumbrances in respect of and manufacturers shall warrant the safety of all persons where

The plan of operation and agrees therewith, and, when due, all taxes, rents and property taxes payable on his home and property will be relieved by this trust fund as paid by him or his beneficiaries. Consequently he will have no tax liability whatsoever in respect of his home and other real property which may be his taxable assets, because therefor he will have no taxable beneficiary without limitation, date certain (first) and by reason of mortality may be discontinued on said premises as he sees fit. A receipt upon said premises will give him or his wife title thereto as the trustee, but a note from him, the original holder, and his attorney, the original attorney having power to cancel it, will release title to the premises to his attorney during his life, his attorney and attorney at law, his wife, his children, his descendants and his descendants' spouses, but they shall not be liable cancellation by the grantee.

The ultimate objective of preventive psychiatry is to prevent changes and disorders that may affect human beings with or without medical disease. The prevention of mental and emotional problems can be achieved through education, training, supervision and guidance, research, and clinical application of preventive psychiatry.

Vehicle class definitions in the  
USGS vehicle classification system  
are based on the number of passengers  
and the type of vehicle. The  
USGS vehicle classification system  
uses the following definitions:  
1. Personal vehicles: vehicles used  
by individuals for personal purposes.  
2. Commercial vehicles: vehicles used  
by businesses for commercial purposes.  
3. Government vehicles: vehicles used  
by government agencies for official  
purposes.

is held currently used for agricultural, timber or grazing purposes,  
and all improvements, appendages, rents, leases, profits, water rights, easements or privileges now or  
hereafter appertaining to the above described premises, and all plumbing, lighting, heating, venti-  
lating and drainage equipment and fixtures, together with all awnings, venetian blinds, floor  
and window shades and built-in appliances now or hereafter installed in or used in connection  
with the premises, which the grantor has or may hereafter acquire for the purpose of securing  
a better consideration and the payment of the sum of **TWENTY THOUSAND THREE HUNDRED**  
**AND NO/100 THREE HUNDRED** dollars, exclusive of the sum of a promissory note of even date herewith payable to the  
holder in monthly installments of \$ 179.05 commencing

balance remaining in the reserve account shall be credited to the individual, but if the amount remaining in the reserve account is not sufficient at any time for the payment of such charges and other expenses, the prorator shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may, at its option, add the amount of such deficit to the principal of the policy, secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may, at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor and shall be secured by the lien of this trust deed. In addition, the beneficiary shall have the right, in its discretion to complete such repairs to said

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the costs and expenses of the trustee's incurred in connection with or by reason of any action or proceeding purporting to actually incurred; to defend any action or proceeding of the beneficiary or trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an statement of account but shall not be obligated or required to furnish an account.

III. It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence to prosecute in its own name, appear in or defend and prosecute or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money so payable as compensation for such taking, which are in excess of the amount paid by the grantor, be paid to the grantee, and attorney's fees necessary for the purpose of securing to pay all reasonable costs, expenses and attorney's fees necessarily incurred by the grantee in such proceedings, shall be paid to the grantee and incurred by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the beneficiary shall be entitled to receive from the grantor, and the grantor agrees to pay to the beneficiary upon the indemnities set forth herein, the amount of any expenses, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. From time to time upon written request of the beneficiary, and at the expense of the grantor, this deed and the note for the amount herein contained, shall be reconveyed to the grantor, and the grantor shall affect all necessary conveyances and other acts to effect the same.

2. At any time and from time to time, the grantor agrees to pay to the trustee, payment of its fees and presentation of this deed, payment of all expenses of the trustee in the course of full or otherwise, for cancellation, without affecting liability of my person for the payment of the indebtedness, without affecting my right to the making of any will or plat of said property; (b) join in granting any easement or encumbrance and restriction thereon; (c) join in granting any other agreement affecting this deed or the like or charge hereof; (d) reconvey, without consideration, all or any part of the property. The grantee or grantees may be described as the "person or persons legally entitled thereto" and such recordable statement of any matters or facts shall be considered proof of the title; (e) record a copy of this instrument in the office of the recorder of deeds of the county where the property is located. Trustee's fee for any of the services in this paragraph shall be \$1.00.

The grantor hereby assigns to beneficiary during the

In addition thereto, grantor hereby waives and releases all claims, causes of action and demands of every kind and nature which he now has or may hereafter have against the trustee, his successors, assigns, trustees, receivers, managers and agents, and all persons holding title to or interest in the property referred to in this instrument, and of and any personal property located therein, until the performance of any agreement heretofore made by grantor to pay the amount of indebtedness secured hereby or in full all such debts, issues, rents, taxes and profits earned prior to default as they accrued and payable. From any default by the grantor, hereunder, to the beneficiary may at any time without notice, either in person, by agent or by a registered letter to be appraised by a court, and without regard to the adequacy of any said property, use any part thereof, however occupied, enter upon and take possession of the same, houses and profits, including those past due and unpaid, and apply the same, less costs and expenses of operating and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.



21215

A portion of the ~~SW 1/4~~ Section 28, Township 39 South, Range 8  
West of the Willamette Meridian, in the County of Klamath, State  
of Oregon, described as follows:

Beginning at a stake in the Northerly right of way fence of the  
Ashland-Klamath Falls Highway, which stake is South 46° 58' East  
1401.2 feet from the section corner common to Sections 28, 29, 32 and  
33, Township 39 South, Range 8 East of the Willamette Meridian; thence  
North 0° 21' West 1496.37 feet to a stake in the Southerly bank of  
Emmitt Ditch; thence East 160.7 feet to a stake; thence South 0° 21'  
East 1193.32 feet to a stake; thence West 77.5 feet to a stake; thence  
South 0° 21' East 303.18 feet to a stake in the aforementioned right  
of way fence; thence South 72° 38' West 87.17 feet along same right  
of way fence to point of beginning.

ALSO

A portion of the ~~SW 1/4~~ Section 33, Township 39 South, Range 8  
West of the Willamette Meridian, in the County of Klamath, State  
of Oregon, described as follows:

Beginning at a stake in the Northerly right of way fence of the  
Ashland-Klamath Falls Highway, which stake is South 41° 20' East  
1333.16 feet from the section corner common to Sections 28, 29, 32  
and 33, Township 39 South, Range 8 East of the Willamette Meridian;  
thence North 0° 21' West 1541.25 feet to a stake near the Southerly  
bank of Emmitt Ditch; thence East 141.5 feet to a stake; thence  
North 46° 58' West 1496.37 feet to a stake in the aforementioned right  
of way fence; thence South 72° 38' West 150.35 feet along the same  
right of way fence to point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

At the record or request of Transamerica Title Co.

25th day of September A.D. 1978, at 3:51 clock P.M., or  
as recorded in Vol. 1178, of Mortgages, on Page 21213  
W. D. MILNE, County Clerk

Fee \$9.00

*Beverly Shelsch*