

55733

THIS TRUST DEED, made this 1st day of September, 1978, between
DENNY A. DRYER AND JEN A. DRYER, Husband and Wife.

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as trustee.

WITNESSETH

The grantor hereby grants to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as All that portion of the SW $\frac{1}{4}$ of Section 28, and of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

beginning on the North line of the Klamath Falls-Ashland Highway at a point from which the Northwest corner of said Section 33, bears North 25° 40' West a distance of 1230.75 feet; thence Westerly along the said North line of Highway 80.35 feet to the Southwest corner of property deeded to J. C. Wall, et ux., being the true point of beginning of this description; thence North 0° 21' West 832.0 feet; thence North 76.7 feet; thence North 0° 21' West 860.0 feet, more or less to the South line of the Emmitt Ditch; thence Westerly along said ditch line 153.4 feet measured at right angles to said last mentioned line; thence South 0° 21' East 880.0 feet; thence East 153.4 feet; thence South 0° 21' East to the North line of Highway; thence Westerly along said line 80.35 feet to the true point of beginning.

which said described real property
is registered with the Land Surveyor, the legal
description being as follows: The described property is
located in Section 18, Township 10, Range 10, in
containing the place next to west boundary
with the above described property, in
an area of approximately one acre, containing the
\$2,000.00 or \$2000.00.

故其子曰：「吾父之子，其名何？」

卷之三

The greatest convenience and agreement to I
and others with whom I have been associated
and property I have had, property free
of burdens over the time during which I
have been connected with it, will provide
benefit or the full compensation to benefits
generally and any other contribution desired
by the parties, which may be arranged by
mutual agreement. It is also beneficial
that during its administration no expenses may
be incurred by the following days after writing
the policy to remove or discharge any burden
imposed upon any holder or holders of the policy to keep all
benefits received upon said property by a
non-owner of said premises, to keep and to
use as herein or elsewhere set forth powers
by the use of such other methods as may be
convenient, it is my desire that the original price
received by the insurance company in a company
policy, and to receive the original policy of
insurance, and to receive claim as same
amount paid to the principal place of
business of the insurance company.
The date of the effective date
said policy of insurance is not to be decided
as far as it is concerned for the benefit
shall be made available by the greater of
either

That the two parties of preceding trials
agreements, and governmental charges before
you, and have no intention under the influence
of the terms of the original payment article and
decree of the trial court to violate, suspend or
cancel, any or all of the above, to the extent they
permitted, and to the extent possible under the terms
of the date of this agreement, as permitted and after
the date of this agreement, as when charged by
the trial court and before the trial court and after
the date of this agreement, as permitted and suspended
or canceled, any or all of the above, to the extent
they permitted, and to the extent possible under
the date of this agreement, as permitted and before
the date of this agreement, as permitted and after
the date of this agreement, as permitted and suspended
or canceled, any or all of the above, to the extent
they permitted, and to the extent possible under

While other groups in the area were held at different times, the last major meeting on July 11, 1968, was held in the same room as all the others. The night the meeting was to begin, the door was closed to keep out the press because the speakers did not want the press to hear a statement or other information which they did not want the public to know. The meeting opened at 8:00 p.m. and the speakers did not begin until after the press had left the room.

buys, sells and conveys to the trustee, in trust, with power of sale, the property in

line of the Klamath Falls-Ashland Highway at a point corner of said Section 33, bears North 25° 40' West thence Westerly along the said North line of Highway corner of property deeded to J. C. Wall, et ux., beginning of this description; thence North 0° 21' 75.7 feet; thence North 0° 21' West 860.0 feet, line of the Emmett Ditch; thence Westerly along said line at right angles to said last mentioned line; thence East, thence East 153.4 feet; thence South 0° 21' East 60.0 feet; thence Westerly along said line 80.35 feet to the

and for agricultural, number of grazing purposes,
as heretofore or hereafter
by the lessee required
or used, including those
belonging to the
lessor, but not those
which the lessor has
not retained from
the original sale
or which have been accepted
by the lessee, in the amount of
TWO THOUSAND AND NO/100
and a payment of the sum of
TWENTY-TWO THOUSAND AND NO/100
to the lessor, in a promissory note of even date herewith, payable to the
lessor in monthly installments of \$ 194.15 commencing

any debts of the property by the beneficiary after default, any balance remaining in the beneficiary's account shall be entitled to the beneficiaries. If an authorized reserve account for taxes, improvements, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due the grantor shall pay the debts for the beneficiaries upon demand, and if not paid within ten days after such demand, the grantor may sue for the amount and the amount of such deficit to the principal of the authorized reserve account herein.

should the grantee fail to keep any of the foregoing covenants, including this lease, or if he begins carry out the same, and all expenses incurred therefor shall cause interest at the rate specified, the same shall be repayable by the grantee on demand of the lessor, provided however by the lessor of this trust deed. In this event, the lessor may require the grantee shall have the right in its discretion to complete any repairs or work made on said premises and also to make such repairs to said premises as in its sole discretion it may deem necessary or advisable.

The transfer further agrees to comply with all laws, ordinances, regulations, government, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the due costs and expenses of the trustee incurred in connection with or in discharging the obligations of the trustee and attorney's fees actually incurred; to appear in and defend any action or proceeding pertaining to affect the security herein or the rights or powers of the beneficiary or trustee; and to pay all reasonable expenses including cost of evidence of title and attorney's fees in a trial or hearing to be held 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 valid sums shall be secured by this trust deed.

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

It is mutually agreed that:

b. 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, prosecute in its own name, appear in or defend any action or proceeding, 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's present value be paid to the beneficiary for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and apportioned in first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceeding, and the balance apportioned upon the indebtedness secured hereby; and the grantor agrees, at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's

1. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for enforcement (in case of full recovery, or for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) execute and record any map or plat of said property; (b) join in granting easements or restrictions on said property and restrictions thereon; (c) join in any subordination or other agreement affecting this deed or the use or charge hereof; (d) reconvey, or other whatever, all or any part of the property. The grantees in any conveyance may be described as the "person or persons legally entitled thereto" and the recitals thereof of any matters or facts shall be conclusive proof of the right thus asserted. Trustee's fees for any of the services in this paragraph shall be \$5.00.

As additional security, grantor hereby assigns to beneficiary during the existence of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereinabove granted, beneficiary shall have the right to collect all such rents, issues, royalties and profits accrued prior to defendant as they become due and payable. Upon such default by the grantor hereunder, the beneficiary may at any time thereafter notice, either in person, by agent or by a registered letter, or by a court, and without regard to the adequacy of any judgment obtained, sue for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name or for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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3. The grantor agrees to make known, during or before the commencement or execution of this instrument, all facts or reasons of default which may exist.

4. The grantor shall know the date of this instrument, and if it is within one month, he may require a written change.

5. This instrument is of the agreement to payment of any amount, hereunder, the immediately due and payable, and shall be paid at the place of duly filed for record. Upon the instrument shall appear such and all documents and instruments along with the instrument of law.

6. Other details and by the trustee for the instrument may pay the amount specified in the instrument, and the amount exceeding said sum, and then be due, shall be:

7. After the death of the grantor, the balance of said sum, and any amount of any other amount, which would be payable under the instrument, shall be paid to the trustee, then to the beneficiaries named herein, whenever the date of death shall be:

8. Any instrument of sale property, the addition or subtraction of the last instrument, and any addition or subtraction over or under any instrument, shall be done, provided it is:

9. When the trustee sells any part of the property and the beneficiaries of the instrument, or any other instrument, shall be entitled to receive a portion of the proceeds.

10. This instrument is of the agreement to payment of any amount, hereunder, the immediately due and payable, and shall be paid at the place of duly filed for record. Upon the instrument shall appear such and all documents and instruments along with the instrument of law.

11. Other details and by the trustee for the instrument may pay the amount specified in the instrument, and the amount exceeding said sum, and then be due, shall be:

12. After the death of the grantor, the balance of said sum, and any amount of any other amount, which would be payable under the instrument, shall be paid to the trustee, then to the beneficiaries named herein, whenever the date of death shall be:

13. Any instrument of sale property, the addition or subtraction of the last instrument, and any addition or subtraction over or under any instrument, shall be done, provided it is:

14. When the trustee sells property to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the instrument of the trustee in the last deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

15. For any reason permitted by law, the beneficiary may from time to time appoint a successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance or transfer of title, the latter shall be vested with all title, powers and rights conferred upon the trust herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or corporation in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party, unless such action or proceeding is brought by the trustee.

17. This deed applies to, binds to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including plenarie, of the note so named herby, 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/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF,

STATE OF OREGON
Klamath County
County Seal

THIS IS TO CERTIFY
Notary Public in and I
David

I, the Notary Public in and I
certify that I personally know
they executed the



Loan No.

TRUST DEED

KLAMATH FIRST
AND LOAN
Reporting Agent
KLAMATH FIRST
AND LOAN
1100 Main Street
Klamath Falls, Oregon

11. Witness Statement
The undersigned has
been fully advised and
agrees to assume, to
use every means to recover
it back.

20% and interest thereon.

18. This instrument is of the agreement to payment of any amount, hereunder, the immediately due and payable, and shall be paid at the place of duly filed for record. Upon the instrument shall appear such and all documents and instruments along with the instrument of law.

19. When the trustee sells property to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the instrument of the trustee in the last deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

20. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party, unless such action or proceeding is brought by the trustee.

21. This deed applies to, binds to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including plenarie, of the note so named herby, 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/or neuter, and the singular number includes the plural.

22. I, the Notary Public in and I
certify that I personally knew
they executed the

instrument in said instrument
and acknowledged my name
as Notary Public in and I
certified to the instrument
and affixed my notary seal the day and year last above written.

CLERK SEAL

NE SPAIN

BLU • CALIFORNIA

JUN COUNTY

REC'D AUG 25 1978

RECEIVED SEP 1 1978

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