Vol. M18 Page

REVER OF STREET

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SEP ALPOIT		RUSI DELD	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
THIS TRUST DEED	made this 19th	day of Sep	tember	, 19.78, between
David E.	Herman, a single m	an		as Grantoi
vaWilliam L. Sis	emore			as Trustee
and Langell Valley Con	servation Grant Fu	nd	Comment Street	, as Beneficiary
	w	TNESSETH:	The state of the s	Financial and Trouble

Cranen: FLYCE BEFERATO

~Parcel 1:

10th - Cotober Lots 18, 19, and 20 in Block 9, MIDLAND, According to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

NORW HE ESTAL Parcel-2: 12L DEED

lots 21 and 22 in Block, 9, MIDLAND, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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DANKO:

together with all and singular the tenements, hereditements 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.

\*\*TOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of \*\*\*\*Three thousand two hundred and no/100s\*\*\*\*

Dollars, with interest sum of \*\*\*\*Three thousand two hundred and no/100s\*\*\*\*

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

becomes due and payable.

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

The date of malurity of the dobt secured by this instrument is the date, stated above, on which the final installment of said note pocomes due and payable.

The obove described ted peopetry is not currently used for agricultural, timber or grating purposes.

To protect, preserve and maintain said property in good condition of repairs of to remove or demonits any building or improvement thereon.

1. To protect, preserve and maintain said property in good condition of repairs of to remove or demonits, any building or improvement thereon.

2. To complete or restore promptly and in good and workmanilies are considered to the property. The condition of the control of the control of the property, all of many or plat of said property. The grateful of the control of the control of the property, all or any part of the property and the property area of the control of the control of the truthful of the property. The condition of the control of the control of the truthful of the property. The condition of the control of the control of the truthful of the property. The condition of the control of the truthful of the property. The condition of the control of the truthful of the property. The condition of the control of the truthful of the property of the control of the truthful of the property. The condition of the control of the truthful of the property is the said of the property in the condition of the control of the truthful of the property is the said of the property is the said of the property in the control of the property is the said of the property is the property is the property is the said of the property is the property 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneticiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneticiary require and to pay lor-lining same in the proper public office or offices, as well as the cost of lalt line searches made by tiling officers or searching agencies as may be deemed desirable by the beneticiary. To provide, and continuously maintain insurance on the buildings now! or hersalter exected on the said premises; against loss or damage by lire and such other, hazards, as the beneticiary may from time to time require, in any amount not less than \$\frac{3}{2}\$. The provide is the property of the property of the grands of the latter, all companies acceptable to the beneticiary with loss payable to the latter, all collected continuously may be released to provide any such and of the expiration of the provide in the grands of the provide and policies of insurance shall building the sentility provide and policies of insurance shall be delivered, to the beneticiary as soon as insured; if the grantor shall fall for any reason to procure any such as the sentility of the expiration of the provide and provide any provide the same at grantor's expense. The amount collected funder any tire-or other insurance policy may be applied by beneticiary upon any, indebtedness secured hereby and in such order as beneticiary may determine, or at option of beneticiary the entire amount so collected, or any part, thereof, may be released to grantor. Such application or release shall not cure for waive any detault or ordines live from construction Items and to pay all taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to beneticiary; should the grantor lail to make payment of any payable and conditions, and the payable and conditions are all as the payable and constitute above, and as a supplication of such payable, and any

surplus, it any to the grantor or to his successor in interest entitled to such surplus.

11.6. For any ressen permitted by law henelicistry may from time to thue, appoint, a successor or successor to any trustee ramed herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties confetted upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be indeed with all title powers and duties confetted upon any trustee herein named or appointed instrument executed by beneficiary, containing telerence to this trust deal and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the encessor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. 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 granton, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: the Trust Deed Act provides that the frustee hereunder must be either an attainey, who is an active member of 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, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

	or said described real pro	operfy and has a valid, unencumbered title thereto
the therefore of more between the fife product to the product of t	The properties of the second o	THE TAIL AND THE T
ticius di sust per cerces, ans :		same against all persons whomsoever.
(a)* primarily for gra (b) for an organization	that the proceeds of the loan	represented by the above described note and this trust deed are: chold or agricultural purposes (see Important Notice below), atural person) are for business or commercial purposes other than agriculture
tors, personal representatives	s, successors and assigns, The	binds all parties hereto, their heirs, legatees, devisees, administrators, executerm beneticiary shall mean the holder and owner, including pledgee, of the ciary herein. In construing this deed and whenever the context so requires, the singular number includes the plural.
	HEREOF, said grantor h	as hereunto set his hand the day and year first above written.
not applicable; if warranty (a)	by lining out, whichever warrant is applicable and the beneficiar is Truth-in-Lending Act and Reg the Act and Regulation by m	y is a creditor wlation Z, the
disclosures; for this purpose, if the purchase of a dwelling; us	this instrument is to be a FIRST se Stevens-Ness Form No. 1305 a first lien, use Stevens-Ness Form	iger to mance or equivalent n No. 1306, or
equivalent. If compliance with It the signer of the above is a corpouse, the form of acknowledgment op	i, the Act, not, required, disregal	rd inis nonce, 25 to 15
STATE OF OREGON,	The transfer of the state of th	STATE OF OREGON, County of
County of Klama	above named	Personally appeared an who, being duly swor
David E. Herman	n, a single man	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 acknowledge to the second		and that the seal allixed to the foregoing instrument is the corporate se of said corporation and that said instrument was signed and sealed in b half of said corporation by authority of its board of directors; and each them acknowledged said instrument to be its voluntary act and dee
SEAL) Wotary Public	and the property of the proper	(OFFICIA Notary Public for Oregon SEAL)
My commissio	on expires: 3-21-8	My commission expires:
i in sporter the escount	andrig out in special is sometime. The influence out ingles in a fun- tion of their brinks are in the REQL	JEST FOR FULL RECONVEYANCE
To: The undersigned is the trust deed have been fully a	he legal owner and holder of al	JEST FOR FULL RECONVEYANCE  anly when obligations have been poid. , Trustee  If indebtedness secured by the toregoing trust deed. All sums secured by sare directed, on payment to you of any sums owing to you under the terms lences of indebtedness secured by said trust deed (which are delivered to the trust delivered to t
The undersigned is the trust deed have been fully raid trust deed for pursuant herwith together with said.	Rection of all paid and solder of all paid and satisfied. You hereby (No statute, to cancel all evid trust deed) and to reconvey, w	JEST FOR FULL RECONVEYANCE  anly when obligations have been poid. , Trustee  If indebtedness secured by the toregoing trust deed. All sums secured by sare directed, on payment to you of any sums owing to you under the terms lences of indebtedness secured by said trust deed (which are delivered to )
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De not less or destrey this in the state now held by you understate now held by you now held by you will held by you understate now held by you will he	Trust Deed OR THE NOTE which it see OTTICS OT DEED  10. FORTLAND ORE.  Connectically of the second or the second o	It indebtedness secured by the toregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms lences of indebtedness secured by said trust deed (which are delivered to you inhout warranty, to the parties designated by the terms of said trust deed inhout warranty, to the parties designated by the terms of said trust deed in and documents to  Beneficiary  Beneficiary  STATE OF OREGON  County of
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