

WITNESSETH:

The NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the E $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 34, South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of 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.

PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the _____ Dollars, with interest

now, or hereafter appertaining, and the sum of Fifteen Thousand Dollars and No/100 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 final payment of principal and interest hereof, it not sooner paid, to be due and payable January 1, 1989.
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.
The property is not currently used for agricultural, timber or grazing purposes.

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

The above described real property is not currently being used for any purpose other than as a residence.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit or permit any waste of said property.

2. To keep said property in good and workmanlike condition.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed and when due all costs incurred therefor.

3. The beneficiary shall not be entitled to demand, or to require the obligor to pay, any of the following amounts, or to require the obligor to perform any of the following acts, in connection with the insurance policy:

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and other hazards as the beneficiary may from time to time require, in

[illegible]

not cure or waive to such notice. ¹¹ ~~Notwithstanding~~ ¹² ~~the fact that~~ ¹³ ~~the~~ ¹⁴ ~~same~~ ¹⁵ ~~has been~~ ¹⁶ ~~paid~~ ¹⁷ ~~to~~ ¹⁸ ~~the~~ ¹⁹ ~~beneficiary~~ ²⁰ ~~there shall be~~ ²¹ ~~no~~ ²² ~~waiver~~ ²³ ~~of~~ ²⁴ ~~the~~ ²⁵ ~~beneficiary's~~ ²⁶ ~~right~~ ²⁷ ~~to~~ ²⁸ ~~revoke~~ ²⁹ ~~the~~ ³⁰ ~~trust~~ ³¹ ~~or~~ ³² ~~to~~ ³³ ~~rescind~~ ³⁴ ~~the~~ ³⁵ ~~trust~~ ³⁶ ~~or~~ ³⁷ ~~to~~ ³⁸ ~~rescind~~ ³⁹ ~~the~~ ⁴⁰ ~~trust~~ ⁴¹ ~~or~~ ⁴² ~~to~~ ⁴³ ~~rescind~~ ⁴⁴ ~~the~~ ⁴⁵ ~~trust~~ ⁴⁶ ~~or~~ ⁴⁷ ~~to~~ ⁴⁸ ~~rescind~~ ⁴⁹ ~~the~~ ⁵⁰ ~~trust~~ ⁵¹ ~~or~~ ⁵² ~~to~~ ⁵³ ~~rescind~~ ⁵⁴ ~~the~~ ⁵⁵ ~~trust~~ ⁵⁶ ~~or~~ ⁵⁷ ~~to~~ ⁵⁸ ~~rescind~~ ⁵⁹ ~~the~~ ⁶⁰ ~~trust~~ ⁶¹ ~~or~~ ⁶² ~~to~~ ⁶³ ~~rescind~~ ⁶⁴ ~~the~~ ⁶⁵ ~~trust~~ ⁶⁶ ~~or~~ ⁶⁷ ~~to~~ ⁶⁸ ~~rescind~~ ⁶⁹ ~~the~~ ⁷⁰ ~~trust~~ ⁷¹ ~~or~~ ⁷² ~~to~~ ⁷³ ~~rescind~~ ⁷⁴ ~~the~~ ⁷⁵ ~~trust~~ ⁷⁶ ~~or~~ ⁷⁷ ~~to~~ ⁷⁸ ~~rescind~~ ⁷⁹ ~~the~~ ⁸⁰ ~~trust~~ ⁸¹ ~~or~~ ⁸² ~~to~~ ⁸³ ~~rescind~~ ⁸⁴ ~~the~~ ⁸⁵ ~~trust~~ ⁸⁶ ~~or~~ ⁸⁷ ~~to~~ ⁸⁸ ~~rescind~~ ⁸⁹ ~~the~~ ⁹⁰ ~~trust~~ ⁹¹ ~~or~~ ⁹² ~~to~~ ⁹³ ~~rescind~~ ⁹⁴ ~~the~~ ⁹⁵ ~~trust~~ ⁹⁶ ~~or~~ ⁹⁷ ~~to~~ ⁹⁸ ~~rescind~~ ⁹⁹ ~~the~~ ¹⁰⁰ ~~trust~~ ¹⁰¹ ~~or~~ ¹⁰² ~~to~~ ¹⁰³ ~~rescind~~ ¹⁰⁴ ~~the~~ ¹⁰⁵ ~~trust~~ ¹⁰⁶ ~~or~~ ¹⁰⁷ ~~to~~ ¹⁰⁸ ~~rescind~~ ¹⁰⁹ ~~the~~ ¹¹⁰ ~~trust~~ ¹¹¹ ~~or~~ ¹¹² ~~to~~ ¹¹³ ~~rescind~~ ¹¹⁴ ~~the~~ ¹¹⁵ ~~trust~~ ¹¹⁶ ~~or~~ ¹¹⁷ ~~to~~ ¹¹⁸ ~~rescind~~ ¹¹⁹ ~~the~~ ¹²⁰ ~~trust~~ ¹²¹ ~~or~~ ¹²² ~~to~~ ¹²³ ~~rescind~~ ¹²⁴ ~~the~~ ¹²⁵ ~~trust~~ ¹²⁶ ~~or~~ ¹²⁷ ~~to~~ ¹²⁸ ~~rescind~~ ¹²⁹ ~~the~~ ¹³⁰ ~~trust~~ ¹³¹ ~~or~~ ¹³² ~~to~~ ¹³³ ~~rescind~~ ¹³⁴ ~~the~~ ¹³⁵ ~~trust~~ ¹³⁶ ~~or~~ ¹³⁷ ~~to~~ ¹³⁸ ~~rescind~~ ¹³⁹ ~~the~~ ¹⁴⁰ ~~trust~~ ¹⁴¹ ~~or~~ ¹⁴² ~~to~~ ¹⁴³ ~~rescind~~ ¹⁴⁴ ~~the~~ ¹⁴⁵ ~~trust~~ ¹⁴⁶ ~~or~~ ¹⁴⁷ ~~to~~ ¹⁴⁸ ~~rescind~~ ¹⁴⁹ ~~the~~ ¹⁵⁰ ~~trust~~ ¹⁵¹ ~~or~~ ¹⁵² ~~to~~ ¹⁵³ ~~rescind~~ ¹⁵⁴ ~~the~~ ¹⁵⁵ ~~trust~~ ¹⁵⁶ ~~or~~ ¹⁵⁷ ~~to~~ ¹⁵⁸ ~~rescind~~ ¹⁵⁹ ~~the~~ ¹⁶⁰ ~~trust~~ ¹⁶¹ ~~or~~ ¹⁶² ~~to~~ ¹⁶³ ~~rescind~~ ¹⁶⁴ ~~the~~ ¹⁶⁵ ~~trust~~ ¹⁶⁶ ~~or~~ ¹⁶⁷ ~~to~~ ¹⁶⁸ ~~rescind~~ ¹⁶⁹ ~~the~~ ¹⁷⁰ ~~trust~~ ¹⁷¹ ~~or~~ ¹⁷² ~~to~~ ¹⁷³ ~~rescind~~ ¹⁷⁴ ~~the~~ ¹⁷⁵ ~~trust~~ ¹⁷⁶ ~~or~~ ¹⁷⁷ ~~to~~ ¹⁷⁸ ~~rescind~~ ¹⁷⁹ ~~the~~ ¹⁸⁰ ~~trust~~ ¹⁸¹ ~~or~~ ¹⁸² ~~to~~ ¹⁸³ ~~rescind~~ ¹⁸⁴ ~~the~~ ¹⁸⁵ ~~trust~~ ¹⁸⁶ ~~or~~ ¹⁸⁷ ~~to~~ ¹⁸⁸ ~~rescind~~ ¹⁸⁹ ~~the~~ ¹⁹⁰ ~~trust~~ ¹⁹¹ ~~or~~ ¹⁹² ~~to~~ ¹⁹³ ~~rescind~~ ¹⁹⁴ ~~the~~ ¹⁹⁵ ~~trust~~ ¹⁹⁶ ~~or~~ ¹⁹⁷ ~~to~~ ¹⁹⁸ ~~rescind~~ ¹⁹⁹ ~~the~~ ²⁰⁰ ~~trust~~ ²⁰¹ ~~or~~ ²⁰² ~~to~~ ²⁰³ ~~rescind~~ ²⁰⁴ ~~the~~ ²⁰⁵ ~~trust~~ ²⁰⁶ ~~or~~ ²⁰⁷ ~~to~~ ²⁰⁸ ~~rescind~~ ²⁰⁹ ~~the~~ ²¹⁰ ~~trust~~ ²¹¹ ~~or~~ ²¹² ~~to~~ ²¹³ ~~rescind~~ ²¹⁴ ~~the~~ ²¹⁵ ~~trust~~ ²¹⁶ ~~or~~ ²¹⁷ ~~to~~ ²¹⁸ ~~rescind~~ ²¹⁹ ~~the~~ ²²⁰ ~~trust~~ ²²¹ ~~or~~ ²²² ~~to~~ ²²³ ~~rescind~~ ²²⁴ ~~the~~ ²²⁵ ~~trust~~ ²²⁶ ~~or~~ ²²⁷ ~~to~~ ²²⁸ ~~rescind~~ ²²⁹ ~~the~~ ²³⁰ ~~trust~~ ²³¹ ~~or~~ ²³² ~~to~~ ²³³ ~~rescind~~ ²³⁴ ~~the~~ ²³⁵ ~~trust~~ ²³⁶ ~~or~~ ²³⁷ ~~to~~ ²³⁸ ~~rescind~~ ²³⁹ ~~the~~ ²⁴⁰ ~~trust~~ ²⁴¹ ~~or~~ ²⁴² ~~to~~ ²⁴³ ~~rescind~~ ²⁴⁴ ~~the~~ ²⁴⁵ ~~trust~~ ²⁴⁶ ~~or~~ ²⁴⁷ ~~to~~ ²⁴⁸ ~~rescind~~ ²⁴⁹ ~~the~~ ²⁵⁰ ~~trust~~ ²⁵¹ ~~or~~ ²⁵² ~~to~~ ²⁵³ ~~rescind~~ ²⁵⁴ ~~the~~ ²⁵⁵ ~~trust~~ ²⁵⁶ ~~or~~ ²⁵⁷ ~~to~~ ²⁵⁸ ~~rescind~~ ²⁵⁹ ~~the~~ ²⁶⁰ ~~trust~~ ²⁶¹ ~~or~~ ²⁶² ~~to~~ ²⁶³ ~~rescind~~ ²⁶⁴ ~~the~~ ²⁶⁵ ~~trust~~ ²⁶⁶ ~~or~~ ²⁶⁷ ~~to~~ ²⁶

193. 1066: To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible][illegible]

9. 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 non-endorsement (in case of full reconveyances, for cancellation); without affecting the liability of any person for the payment of the indebtedness, trustee

(c) Consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any other agreement affecting this deed or the lien or shares thereof; (d) recite without warranty, all or any part of the property, the grantee in full reconveyance may be described as the _____ or persons _____, and the recitals therein of any matters or facts shall constitute prima facie proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not exceed less than \$5.

[illegible]

11. The "entering upon" and taking possession of said property, the collection of such rents, issues, and profits, the proceeds of fire 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.

12. Upon default by grantor in payment of any indebtedness secured hereby, or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the beneficiary may, at his option, (a) sell the real property currently used for agricultural purposes and if the above described real property is not so currently used, the timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity as a mortgage on the real property provided by law for such foreclosures. However, if said real property is not so currently used, the beneficiary at his option may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage and to record his written notice of sale, the obligations secured hereby, where said described real property to be sold, the place of sale, give notice thereof as upon the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in the manner provided by law and procedure. 86-795.

upon the trust created by law and proceed to foreclose this trust as required by law and proceed to foreclose this trust as provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale prior to five days before the date set by the trustee after default at any sale, the grantor or other person so privileged as trustee for the trust may, at the beneficiary or his successors' option, resell ORS 86.760, may pay amount then due under the terms of the trust deed and, alternatively, the sum payable thereon, plus interest actually incurred thereby, (including costs and attorney's fees not exceeding \$50 each) other than such part thereof as would not be paid in satisfying the terms of the obligation and trustee of the principal, as would not exceed \$50 each), other than such part thereof as would not be paid in satisfying the terms of the obligation and trustee of the principal, as would not exceed \$50 each), other than such part thereof as would not be paid in satisfying the terms of the obligation and trustee of the principal, as would not exceed \$50 each).

14. Otherwise than by the notice of sale, the trustee may sell any parcel or parcels of land included in the notice of sale, or any part or parts thereof, in one or more parcels or in separate parcels and may sell the same at public auction, to the highest bidder, without its deed in form as required by law, and shall deliver to the purchaser a deed in conformity with the terms of the express or implied trust, so sold, and, without any covenant or warranty, the fact shall be conclusive proof of the truthfulness in the deed of any person, excluding the trustee, but including the trustee, as beneficiary, may purchase at the sale.

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is filed for record in the office of the County Clerk or Recorder of the county or counties in which the land shall be conclusive proof of proper appointment of the successor trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney 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.

5552

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

none

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 grantor'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 contract 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: Delete, by lining out, whichever 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 to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306 or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490)

STATE OF OREGON,)
County of)
December 26th, 1978)

Personally appeared the above named
Rita Mauritia Kerr and
Robert Clifton Kerr

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

Before me,)
(OFFICIAL SEAL))
Notary Public for Oregon)
RONALD STEUBER)
My commission expires)
NOTARY PUBLIC - CALIFORNIA)
PRINCIPAL OFFICE IN)
LOS ANGELES COUNTY)
My Commission Expires, July 22, 1980)

STATE OF OREGON, County of) ss.

Personally appeared)
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)

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.

Before me,)
(OFFICIAL SEAL))
Notary Public for Oregon)
My commission expires:)

REQUEST FOR FULL RECONVEYANCE

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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to)

DATED:) 19)

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor
Beneficiary
AFTER RECORDING RETURN TO
SOPHIE C. STEVENS
1012 1/2 1ST AVE. S.W.
SEASIDE, CALIF. 94061

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 26th day of January, 1979, at 10:47 o'clock A.M., and recorded in book M79 on page 2224 or as file/reel number 61727.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernice J. Smith

Title

Deputy

Fee \$6.00