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note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, it

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 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 Nine Thousand and NO/100 (\$9,000.00)

 $\mathbb{P}^{r} \in \mathbb{N}^{r}$ 81154 TRUST DEED THIS TRUST DEED, made this HIS TRUST DEED, made this /4/44 B. D. Best and Juanita A. Best, husband and wife,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an artiforney, who is an active member of the Oregon State Bar, a bank, trust compo or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance compony authorized to insure trute to re-property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 598,505 to 566,55 2 3 4

surplus, it any, to the stanty or to his suversay in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to incomposite a successor or successors to any fusite manual herein at to any conveyance to the successor fusite, the latter shall be made by written and duties conferred upon any trustee herein vested with all titled instructer, Each such appointed and substitution shall all of the herein excented by beneficiary, containing reference to the other lists that the successor counties in which the property is situated obtained executed of the county when this devid, duly executed and instructed by beneficiary, containing reference to the county shall be conclusive proof of proper counties in which the property is situated oblighted to notify any particle result as provided by law. Trustee is not oblighted on only any particle result as provided by law. Trustee is not shall be a party unless such action or proceeding is brought by trustee.

In the detault, in which event all foreclosure proceedings shall be diamissed by the trustee. 14: Otherwise, the sale shall be held on the date and at the time and be postponed as provided by lace of the time to which said sale may auctioned as provided by and shall self the time of the time shall deliver to the purchaser its cash, payable at the finite of parcel or shall deliver to the purchaser its cash, payable at the finite of parcels the trustee of the time shall be held on the time to which shall deliver to the purchaser its cash, payable at the finite of parcels the property so sold, but wither deed in form as required by law converge of the truthlumes thereoil, any purchase at the sale trustee but including the granter and beneliciary, may purchase at the sale. Furstee but including shall apply the proceeds of the trustee sale of the superses of sale. The trustee with the trustee and a time trustee but including the compensation of the trustee sale to sale the sale. The trustee the compensation of the trustee of the trustee but including the compensation of the trustee sale to pay the trust of the trustee but including the trust of the substant as furth by the trust of the trustee in the trust and the compensation of the trustee and a the sale compensation of the trustee the substant as further by the trust of the trustee the intervaled liene substant as further by the trust of the trustee in the trust and the trust of the granter of the substant of the trustee the physics and (4) the surplus. 16. For any trason permitted by law beneficiary new furth the trustee the trust trustee the substant and the barries of the trustee the trustee the trust trustee the substant of the barries the trustee trustee the trustee trustee the trustee trustee trustee the physics and the trustee trustee to the trustee trustee the trustee trustee the trustee trustee trustee trustee the trustee truste

waive any default or notice of default hereinder or invalidate any act done of pursion 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 enderement hereinder of the beneficiary may in equilate and any indebtedness secured hereby immediately due and physics. In such an an advective all sums secured here by proceed to forelose this trust deed executions and cause to be recorder the brancher the beneficiary at his election may proceed to forelose this trust deed executions and cause to be recorder the brancher that the truste shall be the solid described read proceed to forelose this trust deed executed here any agreement hereing the solid described read have and phace of the advective notice in the truste shall be ned the solid described read proceed to forelose this trust deed the manner provided in ORS 86.795.
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FORM No. 881—Oregon Trust Deed Series—TRUST DEED. MTC - 8588 ್ಷ ಇಲ್ಲ $\gamma \in \mathbb{C}$

as Beneficiary,

Thomas G. Scott and Carol E. Scott, husband and wife,

as Grantor, Mountain Title Company,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

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STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 9720

3701, 19.80 between

Page

Lot 6, Block 11, SUN FOREST ESTATES, TRACT 1060, according to the official plat thereof on file in the office of the County Clerk of Klamath County, The other of second only

Bural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any stanting any casement or creating any restriction thereon; (c) join in any subordination or other abreement alteriation thereon; (c) join in any thereoil; (d) reconvey, without alteriation of any map or plat of said property. The property is the transfer of any map or plat of said property. The property is provided by a subordination or other abreement alterials there is of any matterials of a said property. The property of the transfer of any matterials there is a said of the property. The same provided by a said of the transfer of any matterials there is a said of the transfer of any matterials there is a said of the same provided by the transfer of the property. The without notice, either in person, by adent or by a diversite to be approved by a court, and without related the adequasy of any security for issue approved in the induction of said property in the own name sue or other as on said property. The same and profits, including these secured hereby, and in such order as been thered and profits, including these secured hereby, and in such order as been provided as the same and profits, or the provided as the same including teasonable attors the same and profits, or the provided as the same profices or compensation or crease the proved as the same alteriation of such relates as the same and profits, and the application or crease and provides as the same profits in such order as been and profits, or the provided as the same and profits, and the application or crease and provides of the same and profits are and other and the provided as the same and to be a diverse as y delault or constant or any advection of any called as the same and profits, and the application or crease and provides as the same and profits are advected as there advected as the same and such relates asecure

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SUBJECT TO the following exceptions:

1. Restrictions as contained in plat dedication, to wit:

"Subject to: A 25 foot building setback line along the front of all lots and a 20 foot building setback line along side street lines; a 16 foot public utility easement centered on the back lot lines to provide ingress and egress for construction and maintenance of said utilities, any planting or structures placed thereon by the lot owners to be at his own risk; the Bonneville Power Administration Transmission line, as shown on the annexed map is subject to all restrictions and rights as recorded in Deed Volume 250, page 282, Deed Records of Klamath County, Oregon; additional restrictions provided in any recorded protective covenants."

2. An easement created by instrument, including the terms and provisions thereof, recorded October 9, 1951 in Volume 250, page 282, Deed Records of Klamath County, Oregon, in favor of United States of America for transmission line. (blanket easement)

3. Articles of Association, imposed by instrument, including the terms and provisions thereof, recorded September 19, 1972 in Volume M72, page 10581, Microfilm Records of Klamath County, Oregon.

4. Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded September 19, 1972 in Volume M72, page 10585, Microfilm Records of Klamath County, Oregon.



this <u>26th</u> day of <u>February</u> A. D. 19<u>80</u> at <u>11</u>0'éBock^A M., antuly recorded in Vol. <u>M80</u>, of <u>Mortgages</u> on Page 3701

Fee \$10.50