FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	MTC - 8639 K	LGG (31.0.) Stevens ness LAW Publishing CO., PORTLAND, OR. 97
<sup>IN-1</sup> 81251	TRUST DEED	Voi. <u>m80</u> Page 3833
THIS TRUST DEED, made this	28th day of	February , 19.80, between sband and wife
ALLEN E. ANDREWS and KAR	REN LEE FOWLER, HOS	as Trustee at
as Grantor, MOUNTAIN TITLE COMPANY		
LIONEL W. OLSEN and CARC	DL N. OLSEN, husband	lu anu "++.
as Beneficiary,	WITNESSETH: is, sells and conveys to t	trustee in trust, with power of sale, the proper
Lot 16, EXCEPTING therefrom the	Southeasterly 48 for	feet thereof, and Lot 17, EXCEPTING ock 40, BUENA VISTA ADDITION to the plat thereof on file in the office

of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Oregon Avenue which inured thereto remain for war to activity to house to company provide the

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter 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 

Sout, conveyed, assigned or alienated by the grantor without itrations, and become immediately due and payabe.
The above described real property is not currently used for circuit.
To protect, preserve and maintain suid property is not control of condition of period.
To protect the security of this trust deed, grantor affress:
To protect preserve and maintain suid property is not constructed, damade or introduction of period.
To protect preserve and maintain suid property is not constructed, damade or introduction of period.
To comply with all law, ordinances, resultableshow so request, to for a security with of all law, ordinances, resultableshow so request, is for all the security of the suid preserve and maintain suid property in food the payable.
To comply with all law, ordinances, resultableshow so request, to form and resulting and property maintain insurance on the building for improvement which may be constructed, damade by the proper public office or searching agencies as may be deemed descable by the building form any building of improvement which may be constructed, damade by the preserve and maintain suid proper public office or searching agencies as may be deemed descable by the formation of the suid premises against loss or damade by the difference of the defined state of the difference of the defined state of the difference of the defined state of the difference second the difference of the difference of the difference of the difference of the difference or invalidate any public to the bunch difference of the difference of the difference of the difference or invalidate any public to the bunch difference or invalidat

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(a) consent to the making ol any map or plat of said property; (b) join in granting any essentent or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The function of the term any bed excluded as the "menon or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the furthulaness thereol. Trustees tees for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delaut by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be earning and profits, including those past due and unpaid, and any part thereol, in its way and take possession of said property, the services and profits, including those past due and unpaid, and and apply the same. 11. The entering upon and taking possession of said property, the collection of suid property, the collection of suid property, the rollection of suid property, the rollection of suid property, the property, and the application or release thereol as and profits, when the or any taking possession of said property, the same.
11. The entering upon and taking possession of said property, the rollection of suid rests, issues and profits, or release thereols and restored to the advance of there and other invariance policies or compression or release thereols, and in such order as been property, and the application or release thereols and taking possession of said property, the rollection of such rests, issues and profits, or release thereols and there and other invariance policies or compression or release thereols and there and other property, and the application or release thereols and the any action and collection, including the paragraphic action and collection.
12. Upon default by grantor in payment of any indebtedness secured presenses and profitery o

waive any default or notice of default hereunder or invandate 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 could be and payoble. In such an event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary may necessary of the said described real property to satisfy the obligations secured hereby whereupon the trustee shall lix the time and place of sale, five notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to foreclase by advertisement and sale then alter default any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other prison so interest, respec-tively, the entire amount then due under the trustes of the trust dead and the obligation secured thereby (including costs and espense and to be prior of the amount of then by law and there there and to receive the trust of the entire amount then due under the terms of the trust dead and the endire thereby (including costs and espenses actually incurred in endorcing the terms of the obligation and trustee's and attorney's ces not es-tie default, in which event all, loreclosure proceeding shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and

the detauit, in which event all loreclosure proceedings shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may hell said property either in one parcel or in separate parcels and shall set the time of sale. Trustee suction to the highest bidder for each, payable at the time of sale. Trustee shall deliver to the purchaser its deed in home as required by law conveying the property is so sold, but without any covers of lact shall be conclusive proof of the truthuliness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (2) to the obligation secured by the trust deed, (3) to all persons attorney. (2) to the Kantor of to in successor in interest of their priority and (4) the surplus.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to inne appoint a successor or successors to any trustee numoi herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be made by written powers and duties conferred upon any trustee in shall be made by written hereunder. Each such appointment and subsitution stantile be made by written instrument executed by beneficiency, containing in the office of the County and its place of record, which, when recorded in which the property is situated, shall be conclusive proof of proper appointment to the successor 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 biligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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"Here diese adding at grow pice, and fit in prover serves  $\{0,0,0\}$ The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto 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) XXX AN DESENTATION XON VERSION NOT AN ALL AND This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 terminine 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 as creditor as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. allen C. and Allen E. ANDREWS Karren KARREN LEE FOWLER mu (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, STATE OF OREGON, County of ......) ss. County of Klamath February 27 , 1980 Personally appeared ..... Personally appeared the above named ... and ALLEN E. ANDREWS and KARREN LEE ......who, each being first duly sworn, did say that the former is the..... FOWLER, husband and wife president and that the latter is the secretary of and accoveledged the loregoing instru-

a corporation, and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act OFFICIAL SEALON Bublic for Oredon Before me: SEAL BY Notary Public for Oregon Notary Public for Oregon (OFFICIAL My commission expires: 6/19/83 My commission expires: SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TOV ....., Trustee 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 bytyou under the same. Mail reconveyance and documents to ..... ner revenienen verschieft motte einenet von an terreiche reiche einen einen einen einen einen einen einen einen bhe equal) DATED:

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Do not loss 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. ele County Mert of Manuth County, Oragon. Traffing Fred that robed

7030 Leer chorol of the foot for the STATE OF OREGON TRUST DEED County of \_\_\_\_\_\_Klamath STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. SS. I certify that the within instru-Allen E. Andrews and Karren Lee Fowler ther was received for record on the 28th day of February 19 80 Kt. 3 Box 341, K. Falls, OR 97601 in the second at. 10:45 o'clock. A.M., and recorded SPACE RESERVED Grantor in book/reel/volume No. M80 on Mr. and Mrs. Lionel W. Olsen Grand For page 3833 or as document/fee/file/ RECORDER'S USE instrument/microfilm No. 81251 608 W. Oregon, K. Falls, OR Record of Mortgages of said County. 97601 Beneficiary Witness County affixed. Witness my hand and seal of AFTER RECORDING RETURN TO .....Wm...D...Milne MOUNTAIN TITLE COMPANY By Sernethand Litsch Deputy 16:02 10:00

ALL & GOOD

Fee \$7.00

Beneficiary