THE SAME SAME SAME	TRUST DEED	Vol. M 80 Pag	e6703~ €
THIS TRUST DEED, made this . Roberta A. Axel	8th day of	April	, 19.80 , between
Lilliam T Sigmore			, as Trustee, and
as Grantor, WIIII am La Dischort	ago & Investment Co.	·····	
as Grantor, William L. Sisemore Town & Country Mortg as Beneficiary,	ago & Investment Co.		

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 connections of the connection of the

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Seven thousand and no/100-----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable October 12 19 80

soid. conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.

The above described real property is not currently used for ogicult To protect, preserve and maintain said property is good condition and repair, not to common or permit any waste of said property.

1. To complete or restore promptly and in good and warkmanike manner any building or improvement where the manner any building or improvement wheth man be constructed, damaged or destroyed the contract with all laws, ordinance, regulations, overants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Comme cial Code as the beneficiary may require as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the now or hereafter eracted on the said premium from time to time require, in most sheet of the said premium atom time to time require, in most sheet of the said prompt of the provise of univariance hall be delivered to the Deneficiary to the thereficiary the activation of any policy of insurance pond of the provises of insurance and to differ grants shall fall the beneficiary at least filteen days pior to the expiration of any policy of insurance hall be delivered to the Deneficiary builties of the three licitary and policy of insurance pond or the charges that may be levied or asset and to pay all taxes, assessments and other charges that may be levied or asset and to pay all taxes, assessment and other charges that may be levied or asset and other charges that the policy of the same at grantor's early and to the early

(a) 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 subordination or other agreement affecting this deed or the lien or charde thereof; (d) reconvey, without warranty, all or any part of the property. The farther in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness therein. Truste's tees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a treeiver to be appointed by a court, and without regard to the adequacy of any security in the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the reats, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of the and other insurance policies or compensation or eases thereof as alonesal, shall not cure a waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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. It must deed event the beneficiary at his election may proceed to forcebes that must deed in equity as a mortgage or direct the trustee to forcebes that must deed advertisement and sale. In the latter event the beneficiary or the trustees shall execute and cause to be recorded his written notice of relatual and his election set the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall is the time discovered the trustee when the required by law and proceed to forcebes this trust deed in the manner provided in ORS 86.740 to 86.795.

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale thin after default at any time prior to five days before the date set by the trustee for the trustees sale, the grantor or other persons so privileged by ORS 36.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enrocing the term of the obligation and trustee's and attorney's less not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise the sale and the description of the principal and the control of the principal and the description of the principal and the control of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the frustee.

the delault, in which event all foreclosure 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 sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels and shall sell the parcel or parcels and shall sell the parcel or parcels accurring to the highest bidder for cash, payable at the time of sale. Trusting shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any coverant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and benediciary, 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, including the compensation of the trustee and a reasonable charge by trustee stronger, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their intrests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

surpus, it any, to the grantor of to his successor in interest entitled to such surpus.

16. For any reason permitted by law beneliciary may from time to time appoint a successor to successors to any trustee named herein or to any successor trustee appointment, and without conveyance to the successor trustee, the latter shall be vested with all title conveyance to the successor trustee, the latter shall be vested with all title powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by bereficiary containing reterence to this trust deed and its place of record, which, when recorded in the otice 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 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 obligated to notify 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 Dred Act provides that the trustee hereunder must be either an attamey, who is an active member of the Oregon State Bar, a bank, trust company of some state of the Oregon of the United States, a title insurance company authorized to insure title to real cor savings and loan association authorized to do business unlier to laws of Oregon or the United States, a title insurance company authorized to insure title to real corrections of this state, its subsidiaries, affiliates, agents or biolishes, the United States or any agency thereof, or an excrow agent licensed under ORS 676-505 to 696-505.

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.

(a)* primarily for grantor's personal, family, househ (b) for an organization, or (even if grantor is a natural content of the	expresented by the above described note and this trust deed are: old or agricultural purposes (see Important Notice below), aral person) are for business or commercial purposes other than agricultural
This deed applies to, inures to the benefit of and I	pinds all parties hereto, their heirs, legatees, devisees, administrators, execu- term beneficiary shall mean the holder and owner, including pledgee, of the sury herein. In construing this deed and whenever the context so requires, the the singular number includes the plural.
	hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warronty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regu beneficiary MUST comply with the Act and Regulation by mol disclosures; for this purpose, if this instrument is to be a FIRST list the purchase of a dwelling, use Stevens-Ness Form No. 1305 of if this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent. I with the Act is not required, disregard this notice.	(a) or (b) is so that the second of the seco
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)	
loka .	73.490)
STATE OF OREGON. )	STATE OF OREGON, County of
County of Klamath )ss.	, 19
ADILL O	Personally appeared and who, each being first
Personally appeared the above named	duly sworn, did say that the former is the
Roberta A. Axel	president and that the latter is the
IMPORTOR NO. 110 110 110 110 110 110 110 110 110 11	secretary of
	secretary of
Lu. and acknowledged the toregoing instru- ment to be her voluntary act and deed.	a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the 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:
SEAW Sechency / Wallat	Notary Public for Oredon (OFFICIAL
Notary Public for Oregon	Notary Public for Oregon (OFFICIAL SEAL)
My commission expires: 2-16-81	My commission expires:
100 01 ES. 18	
REQUE	IT FOR FULL RECONVEYANCE
<i>70</i> :	, Trustee
trust deed have been fully paid and satisfied. You hereby to	
	Beneliciary
Do not lose or destroy this Trust Dood OR THE NOTE which it secur	es. Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON,
(FORM No. 881)	County of
STEVENS NESS LAW PUB. CO., PORTLAND, ORE.	I certify that the within instru-
	ment was received for record on the
i.	day of
	at o'clock M., and recorded
Grantor	at o'clock M., and recorded in book/reel/volume No
Grantor	day of
Grantor	day of
Grantor	day of
Grantor , , , , , , , , , , , , , , , , , , ,	day of
Beneficiary	day of
Beneficiary  AFTER RECORDING RETURN TO	day of
Beneficiary  AFTER RECORDING RETURN TO  CERTIFIED MORTGAGE CO,	space reserved in book/reel/volume No
Beneficiary  AFTER RECORDING RETURN TO	day of

6705

## DESCRIPTION

## PARCEL 1

A parcel of land situated in the NEWNEW of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a ½ inch iron pin on the Westerly line of the NEXNEX of said Section 34, said iron pin being North (00° 22' 14" East 418.69 feet from the Southwest corner of said NEXNEX; thence continuing North 00° 22' 14" East 199.28 feet; thence South 89° 30' 26" East 26.32 feet (South 89° 36' East 25.00 feet by Deed Volume 356, page 550 as recorded in the Klamath County Deed Records); thence North 00° 29' 34" East 60.00 feet (North 00° 24' East by said Deed Volume); thence South 89° 30' 26" East 332.64 feet (South 89° 36' East 332.73 feet by said Deed Volume); thence South 00° 29' 34" West 103.51 feet (South 00° 24' West 103.7 feet by said Deed Volume); thence South 00° 32' 37" West 150.62 feet; thence South 89° 40' 09" West 358.43 feet to the point of beginning, with bearings based on solar observation.

Subject to a 30 foot easement Northerly of and parallel to the Southerly line for ingress and egress to adjacent lands.

## PARCEL 2

A parcel of land situated in the NEXNEX of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 3/4 inch iron pin on the Westerly line of the NEWNEW of said Section 34, said iron pin being North 00° 22' 14" East 208.71 feet (North 00° 43' 44" West by Survey No. 2899, as recorded in the office of the Klamath County Surveyor) from the Southwest corner of said NEWNEW; thence North 89° 40' 09" East (North 88° 34' 11" East by said Survey No. 2899) 357.80 feet; thence North 00° 32' 37" East 210.00 feet; thence South 89° 40' 09" West 358.43 feet to the Westerly line of said NEWNEW; thence South 00° 22' 14" West 209.98 feet to the point of beginning.

TOGETHER WITH a 30 foot easement, northerly of and parallel to the Northerly line.

## PARCEL 3

A parcel of land situated in the NEWNEW of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a ½ inch iron pin North 00° 22' 14" East 418.69 feet and North 89° 40' 09" East 358.43 feet from the Southwest corner of the NELNEL of said Section 34; thence North 00° 32' 37" East 150.62 feet; thence South 89° 30' 26" East 237.47 feet (South 89° 36' East 237.53 feet by Deed Volume 356, page 440, Klamath County Deed Records); thence South 00° 32' 37" West 357.20 feet (South 00° 24' East by said Deed Volume); thence South 89° 40' 09" West (S88° 34' 11" West by Survey No. 2899

PARCEL 3 (continued)

as recorded in the office of the Klamath County Surveyor) 237.50 feet; thence North 00° 32' 37" East 210.00 feet to the point of beginning.

TOGETHER WITH the following described 30 foot easement for ingress and egress:

Commencing at the point of beginning of the above described parcel of land; thence North 00° 32' 37" East 30.00 feet; thence South 89° 40' 09" West to the Westerly line of said NEWNEY; thence South 00° 22' 14" West, along said Westerly line, 30.00 feet; thence North 89° 40' 09" East 358.43 feet to the point of beginning.

TATE OF OREGON COUNTY
HATE OF OREGON; COUNTY OF KLAMATH; 89.
record at request of Manual
his 9th day of April
tuly recorded in Vol. M80 ofAD. 1980 at 2:11/clock P.M., and
tuly recorded in Vol. M80, of Mortgages on Page6703
on Page6703
Mm D. MILNE, County Clark
Fee \$14.00
AT4.00