

8400

80 between

ALBERTA I. COONTZ
as Grantor, KLAMATH COUNTY TITLE COMPANY
SALSMAN-ENGELL REAL ESTATE and RED CARPET 600

WITNESSETH:

as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

North West one quarter of the North West one quarter of the Meridian in the County of

Grantor irrevocably grants, bargains, sells and conveys to the County, Oregon, described as:
 Klamath.....
 West one half of the North West one quarter of the North West one quarter of
 Section 30, Township 35, Range 11 East, Willamette Meridian in the County of
 Klamath 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

list to the terms of a promissory

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement, the sum of THREE THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note and made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of said note shall be due and payable September 7, 1980, on which the final installment of said note shall be due and payable.

Notwithstanding the foregoing, if at maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note shall be due and payable, the beneficiary herein named shall have the right to demand immediate payment of the principal sum of said note, together with interest thereon, without the necessity of giving notice of acceleration hereof to the grantor.

The beneficiary hereby agrees to accept the cash proceeds of the sale of the real estate described herein as full satisfaction of the debt secured by this instrument, and to release the grantor from all liability thereunder, and to execute such documents as may be required to carry out the purposes of this agreement.

In testimony whereof, I have hereunto set my hand and seal of office, at St. Louis, Missouri, this _____ day of _____, 19____.

Notary Public in and for the State of Missouri

The date of maturity of the debt secured by this instrument, or any part thereof, shall not become due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently

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 any waste of said property.

1. To protect, preserve and maintain any building or improvement on the property, and repair; not to remove or demolish any building or improvement on the property, nor to commit or permit any waste of said property.

[illegible]

proper public office or searching agencies as may be required by filing officers or searching agencies as may be required by beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, all written in and to the order of the beneficiary, with loss payable to the latter; all

[illegible]

any part thereof, may be levied or notice of default thereon may be given at any time or waice any such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and the expenses of this trust including the costs of the same incurred

6. To pay all costs, fees and expenses of this trust including the trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to be brought in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible]

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and reconveyances, for cancellation), without affect (in case of full repayment) for the payment of the indebtedness, trustee

NOTE: The Trust Deed Act provides that the trustee hereunder must be a holder in due course of the instrument, and is not authorized to do business under the laws of the State of New York, or of any other State, or of the U.S.A.

(c) consent to the making of any map or plat of said property; the joint in any

granting any easement or creating any restriction thereon; the joint in any

subordination or other agreement affecting this deed or all or part of the property. The

thereof; (d) reconveyance may be described as "the person or persons shall

grantee in any conveyance may be described as "any matters or facts shall

legally effected thereto," and the recitals thereof. Trustee's fees for any of the

conclusive proof of the truthfulness thereof. Trustee's fees for any of the

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation for awards for any taking of and damage to such property, and the application of release thereof as aforesaid, shall not constitute any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible][illegible]

14. Otherwise, the notice of sale shall be held on the date, and at the time and place designated in the notice of sale. The trustee may sell said parcel of property in one or more parcels and in separate parcels for cash, payable at the time of sale. The trustee may also sell the property in parcels for cash, as may be required by law concerning the sale of real property.

in one parcel or in separate parcels, shall be sold by public auction to the highest bidder for cash, payable at the time of sale, and shall deliver to the purchaser its deed in form as required by law concerning the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matter of fact shall be conclusive of the truthfulness thereof. Any person, excluding the trustee, but including the beneficiary, may purchase at the sale. The terms of sale are more provided herein.

15. When trustee sells pursuant to the powers provided herein, shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the obligation secured by the trust, and (3) to all other claims against the trust, in the order and priority provided herein.

[illegible][illegible][illegible]

17. Trustee accepts this trust when the deed is acknowledged, is made a public record as provided by law, and is acknowledged by any party hereto of funding sale under authority of the court in which said deed is recorded.

acknowledged is made a public record and the party is obligated to notify any party hereto of pending or proceeding in which transfer, lease, trust or of any action or proceeding in which transfer, lease, trust or of any action or proceeding shall be of a party unless such action or proceeding is brought by the

...an attorney, who is an active member of the Oregon State Bar, is hereby authorized to insure the life of Oregon or the United States, a title insurance company authorized to insure the life of the United States or any agency thereof.

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 person, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a life insurance company authorized to insure real estate property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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

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 93.493)

STATE OF ~~OREGON~~ California)
County of Sutter) ss.
April 21, 19 80.
Personally appeared the above named
Alberta I. Coontz

STATE OF OREGON, County of) ss.
19
Personally appeared and
who, each being first
duly sworn, did say that the former is the
president and that the latter is the
secretary of

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:

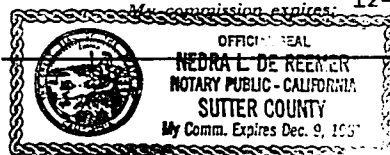
(OFFICIAL
SEAL)

Notary Public for ~~Oregon~~ California
My commission expires: 12-9-81

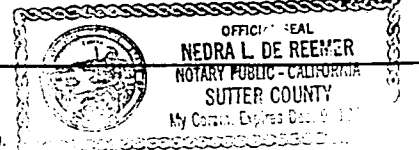
Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)



REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.



TO: _____, 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 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) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	
Coontz Grantor Salsman Engell R. E.	SPACE RESERVED FOR RECORDER'S USE
Beneficiary AFTER RECORDING RETURN TO Salsman Engell Real Estate 900 N. Texas Street Fairfield, California 94533	

STATE OF OREGON } ss.
County of Klamath
I certify that the within instrument was received for record on the 7th day of May, 19 80, at 11:19 o'clock A.M., and recorded in book 180 on page 8400 or as file/reel number 84042. Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Wm. D. Milne
County Clerk Title
By James H. Litch Deputy
Fee \$7.00