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1980...., between

DEED, made this 20th day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, husband and \_\_\_\_\_, as Trustee, and \_\_\_\_\_, as \_\_\_\_\_, for \_\_\_\_\_ Co.

as Grantor, Kenneth B. McMahan and Aleta E. McMahan, husband and wife, as Trustee, and Frontier Title & Escrow Co.

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys  
Klamath County, Oregon, described as:

Lot 24, MADISON PARK, Klamath County, 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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND TWO HUNDRED THIRTY-FIVE & no/100 Dollars to the said Grantee, and interest thereon according to the terms of a promissory note in that behalf made by the said Grantee to the said Grantor, the original and interest hereof, is

together with all appertaining, and the sum of THIRTY-FIVE THOUSAND TWO HUNDRED THIRTY-FIVE & NO/100  
now or hereafter appertaining, and the sum of said real estate.  
FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement  
THIRTY-FIVE THOUSAND TWO HUNDRED THIRTY-FIVE & 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, i  
sum of THIRTY-FIVE THOUSAND TWO HUNDRED THIRTY-FIVE & 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, i  
February 20, 1982  
this instrument is the date, stated above, on which the final installment of said note  
and any part thereof, or any interest thereon is sold, agreed to b  
by the grantor, and payable TO THE ORDER OF BENEFICIARY, and the beneficiary's approval of the sale of this instrument is hereby acknowledged.

The date of maturity of the debt secured by this instrument shall be the date when the property becomes 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 of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed hereon, shall nevertheless become due and payable.

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

(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 subdivision or other agreement affecting this deed or the lien or charge of subordination or rev. without warranty, all as any part of the property. The person or persons named herein shall be deemed to have agreed to do all of the things herein set forth as the "person or persons" referred to in the foregoing provisions of this trust deed, grantor agrees:

[illegible][illegible][illegible][illegible]

11. The entering upon and taking possession of said property, collection of such rents, issues and profits, or the proceeds of fire and insurance policies or compensation or awards for any taking or damage to the property and the application of said proceeds, shall not constitute a default hereunder or invalidate any act or thing done in accordance with the provisions of this lease.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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 is postponed as provided by law. The trustee may sell the parcel or parcels separately or together, and shall sell the parcel or parcels in the most advantageous manner for the payment of the debt secured by this mortgage. 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 is postponed as provided by law. The trustee may sell the parcel or parcels separately or together, and shall sell the parcel or parcels in the most advantageous manner for the payment of the debt secured by this mortgage.

[illegible][illegible]

of title search as well as in enforcing this obligation. The grantor and beneficiary agree to pay the expenses of title search as well as in enforcing this obligation. The grantor and beneficiary agree to pay the expenses of title search as well as in enforcing this obligation.

7. To affect the security rights or powers of the beneficiary or trustee under the trust deed, to pay all costs and expenses, shall apply the proceeds of the trust fund, (3) to include the compensation of the trustee and the interest of the trustee in attorney, (2) to the obligation secured by the interest of the trustee in having recorded liens subsequent to the order of their priority as deed as their interests may appear in the order of interest entitled surplus, if any, to the grantor or to his successor in interest entitled

beneficiary may from

16. For any reason permitted by law beneficiary may from time appoint a successor or successors to any trustee named herein, the latter shall be vested with the same powers and authority as the trustee so named.

It is mutually agreed that:

[illegible][illegible]

17. If the trust is made a public trust pending sale and distribution of the trust assets, the grantor shall be obligated to notify any party hereto of pending sale and distribution of the trust or of any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by or on behalf of the trust.

[illegible]

NOTE: The Trust Deed: Act provides that the trustee hereunder must be either an attorney, who is duly licensed to practice law in this state, or a savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company licensed under the laws of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under the laws of this state.

NOTE: The Trust Department is a separate entity authorized to accept deposits, including deposits of money, securities, and other property, and to act as a trustee, executor, administrator, guardian, and receiver, and to exercise the powers of a corporation, and to do all other things which may be required in the exercise of its powers, and to do all other things which may be required in the exercise of its powers, and to do all other things which may be required in the exercise of its powers.

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 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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Dean Stogsdill  
Phyllis Stogsdill

STATE OF OREGON,  
County of Klamath  
August 20, 1980

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_

Personally appeared the above named  
Dean Stogsdill and Phyllis Stogsdill

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 \_\_\_\_\_

and acknowledged the foregoing instrument to be their 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.

(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires 8-23-81

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: \_\_\_\_\_

**TRUST DEED**  
(FORM NO. 881)  
STEVEN-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor \_\_\_\_\_  
Beneficiary \_\_\_\_\_

AFTER RECORDING RETURN TO:  
FRONTIER TITLE & ESCROW

STATE OF OREGON,  
County of Klamath ) ss.  
I certify that the within instrument was received for record on the 20th day of August, 1980, at 2:29 o'clock P.M., and recorded in book/reel/volume No. M80 on page 15777 or as document/fee/file/instrument/microfilm No. 88591, Record of Mortgages of said County.

Witness my hand and seal of County, affixed.  
\_\_\_\_\_  
By Bumetha Schtscho Deputy