89914	MTC 9105 K VOL MA PORTA 17850
HOWARD S. CONDLEY and DIX	In the september 19 and
undivided 1/3 interest	PANY ATKINS, and ARTHUR V. PETERSON, each as to an , as tenants in common
as Beneficiary,	, as tenants in common
Grantor irrevocably grants bases	WITNESSETH:
in <u>Klamath</u> County,	WITNESSETH: ns, sells and conveys to trustee in trust, with power of sale, the prope Oregon, described as:
That Dortion of the serve	
"IIIamette Meridian, Klamath Cou	EX of Section 3, Township 39 South, Range 9 East of th nty, Oregon, more particularly described as follows:
Beginning of a star	a described as follows:
and Eastern Railroad right of your	East 200 feet of a point 20 feet West and 22.4 feet iron pipe in the South line of the Oregon California y, 16.3 feet West and 540 feet North 08 15.
Northeast corner of the SWESEE of	iron pipe in the South line of the Oregon California y, 16.3 feet West and 540 feet North 0° 15' West of th f Section 3, Township 39 South, Range 9 East of the 189° 53' East 277.2 feet: thence North 20 first
to the point of beginning in Ma	f Section 3, Township 39 South, Range 9 East of the h 89° 53' East 277.2 feet; thence North 0° 7' West 100 amath County, Oregon.
for the second s	math County, Oregon.
now or hereatter appertaining, and the rents, issue	editaments and appurtenances and all other rights thereunto belonging or in anywes and profits thereol and all lixtures now or herealter attached to or used in a series and a series and series attached to or used in a series attached to or used t
FOR THE PURPOSE OF SECURING P	editaments and appurtenances and all other rights thereunto belonging or in anywes and profits thereol and all fixtures now or hereafter attached to or used in comme ERFORMANCE of each agreement of grantor herein contained and payment of t /100
note of even date herewith, payable to beneficiary	or order and made by granter the time on according to the terms of a new of
not sooner paid, to be due and payable to beneticiary The date of maturity of the debt secured by becomes due and payable in the	this instrument is the date, stated above, on which the final installment of said no described property, or any part thereof, or any interest therein is sold advent of thor without first having other and there of, or any interest therein is sold advent
sold, conveyed, assigned or alienated by the gran then, at the beneficiary's option, all obligations	this instrument is the date, stated above, on which the final installment of said no described property, or any part thereof, or any interest therein is sold, agreed to h there without first having obtained the written consent or approval of the beneficiar, stared by this instrument, irrespective of the maturity dates expressed the
The above described real property is not currently	the maturity dates expressed therein a
1. To protect the security of this trust deed, gr.	antor agrees: (a) content of grazing purposes.
of to any build to remove or demolish any build	overnent thereon; granting any easement or creating any restriction thereon; (c) foin in subordination or other agreement of creating any restriction thereon; (c) foin in a
2. To complete or restore promptly and in good a strong of the construction of the construction of the construc- strong of the construction of the construction of the constru- strong of the construction of the construction of the constru- ons and restrictions allecting said property: if the beneficiar	cted, damaged or tegally entitled thereto," and the recitals therein as the "person or person.
t C. t State thancing statements	covenants, condi- y so requests, to inform Commer- ling same in the o sorchive a court, and with a sorchive sorthant sor
tiling officers or searching agencies as may be down if	in searches made the balance to be a court, and without record re by a fert or by a receiver to be
mpanies acceptable to the beneficiary with low	ite require, in ficiary may determine.
iver said policies to the beneficiary at least filter	nsurance and to property policies or compensation or awards for the proceeds of fire and other
lected under any fire or other insurance policy and expense	e. The amount pursuant to such notice.
and it option of beneficiary the set	r as beneficiary hereby or in his performance of any according to hereby or in his performance of accordin
done pursuant to such notice. 5. To keep said premises lree from construction line	invalidate any event the beneliciary at his election may proceed to foreclose this trust deed advertisement and sale to the truste to foreclose this trust deed advertisement and sale to the truste to foreclose this trust deed
ges become past due or delinquent and promotive di	isessed upon or to sell the said described real property to satisfy and his election
ts, insurance premiums, liens or other charder must of any	thereto is theretor thereto as then required by law and proceed to foreclose this trust deed in grantor, either 13 ct 14 and proceed to foreclose this trust deed in frantor, either 13 ct 14 and proceed to foreclose this trust deed in
the amount so paid, with interest at the rate set fanke par	yment thereof. Inter adelault at any time prior to five down by advertisement and sale
deed, without waiver of any rights prising from the debt si	and of this tively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and more the trust deed and the
extent that they are bound for the prantor, shall be	aid, the prop- bound to the cined are amounts provided by law) other the and attorney's less not ex-
r all sums secured by this trust deed immediately due and	he beneficiary, Id Others in an increase proceedings shall be dismissed by
in pity all costs, lees and expenses of this to the	iding the cost be postponed as provided by law. The truthe time to which said sale may
7. To appear in and defend any action or annex i	shall deliver to the purchaser its deed in form as the time of sale. Trustee
uit for the foreclosure of this deed, to nay all this	in any suit, of the recitals in the deed of any matters of fact shall be conclusive proof ear, including the fruthlulness thereof. Any person excluding the fruthlulness thereof.
at of attorney's lees mentioned in this paragraph 7 in all c by the trial court and in the event of an anneal term all c	expenses, in- expenses, in- is the beneficiary, may purchase at the sale. If the sale is the sale is present to the powers provided herein trustee ases shall be shall apply the proceeds of sale to many the powers provided herein trustee
res on such appeal	has the ap-
is naturally agreed that:	surplus, if any, to the granter of to his successor in interval 4) the
the right of eminent domain are of all of said property sh	and have the time way for any reason permitted by two to the
3. In the event that any portion or all of said property sh the right of eminent domain or condemnation, benchiciary sh it is of elects, to require that all or any portion of the most prensition for such taking, which are in excess of the annua all teasonable costs are averaging the second se	int terminal Successor trustee and of successors to any trustee and thine for
pensation test to require that all or any portion of the mo- all reasonable costs, expenses and attorney's fees necessar by a first upon any reasonable costs and the paid to been by it first upon any reasonable costs and each to been	and required success rustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title diviary and herein duties conferred upon any trustee to be vested with all title.
pensation city to require that all or any portion of the mo- all reasonable costs, expenses and attorney's fees of the ano- by it function in such proceedings, shall be paid to ben- by it first upon any reasonable costs and expenses and atto- t that and appellate courts, necessarily paid or incure in such proceedings, and the balance applied upon the i- directly, and grants afters, at its own expenses the paid of the process.	int required conversion trustee appointed hereunder. Upon white hand therein or to any file paid or powers and duties conferred upon any trust shall be vested with all tube, driving and powers and duties conferred upon any trust shall be vested with all tube, hereunder. Each such appointment and where there in named or appointed instrument executed by beneficiary, containing reference to this trust deed allebrations.
pensation for such taking, which are in excess of the most all reasonable costs, expenses and attorney's fees necessar by grantor in such taking, which are in excess by it first upon any reasonable costs and expenses and atto- the trial and appellate courts, necessarily paid to been in such proceedings, and the balance applied upon the h- hereby; and grantor agrees, at its own expense, to take s- scute such instruments as shall be necessary in obtaining 9. At any time and from time to time upon witten ex-	in required if pail of pail of the successor trustee, the latter shall be vested with all tills become such account trustee, the latter shall be vested with all tills become such account trustee, the latter shall be vested with all tills become such account trustee, the latter shall be vested with all tills become such account of the successor trustee become to the vester and its pace of record, which, when resuded in the other of the County such actions such com- 17. Trustee accents this trust actions 17. Trustee accents this trust accents this trustee.
pensation city to require that all or any portion of the mo- all reasonable costs, expenses and attorney's fees of the ano- by it function in such proceedings, shall be paid to ben- by it first upon any reasonable costs and expenses and atto- t that and appellate courts, necessarily paid or incure in such proceedings, and the balance applied upon the i- directly, and grants afters, at its own expenses the paid of the process.	and required conversion trustee appointed hereunder. Upon such the herein hare and without of the point of the successor trustee, the latter shall be vested with all trute, points and duties conferred upon any truste shall be vested with all trute, instrument executed by beneficiary, containing reference to this trust deed in the other of the conclusive proof of poper appointment of the successor trustee. If the conclusive proof of poper appointment of the successor trustee. If the new shall be conclusive proof of poper appointment of the successor trustee.

17857 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. 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. MIN HOSESX X 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, disreard this notice. four rg, WARD S. R. CONDLEY ..... with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) .....) ss. STATE OF OREGON, STATE OF OREGON, County of ..... ) ss. County of Klamath , 19...... September 19, 19 80 ... and Personally appeared Personally appeared the above named HOWARD S. CONDLEY and DIXIE R. who, each being first duly sworn, did say that the former is the... CONDLEY, husband and wife president and that the latter is the 14. 1777 1997 secretary of ..... , 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 and acknowledged the foregoing instru-ment to be their voluntary act and deed. Betore me and deed. TAL STUSTUS A. Sum Notary Public for Oregon 5 Before me: COFFICIAL sa SEAL) (OFFICIAL Notary Public for Oregon SEAL) My commission expires: 6/19/83 My commission expires: 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: ..... Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON. (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND. ORE I certify that the within instrument was received for record on the Mr. & Mrs. Howard S. Condley 19th day of September, 19.80. 4049 Delaware at 2:52 o'clock P.M., and recorded Klamath Falls, OR 97601 in book/reel/yolume\_No.\_\_M80\_\_\_\_\_on SPACE RESERVED Grantor puge 17856 or as document/fee/file/ FOR instrument/microfilm No. 89914 RECORDER'S USE Record of Mortgages of said County. Blackfoot, ID 83221 Witness my hand and seal of **Beneficiary** County affixed. AFTER RECORDING RETURN TO Um. D: Milne By Dersetha ApetichDeputy Mountain Title Co. - Kristi 11 Fee \$7.00