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THIS TRUST DEED, made this JAMES E. HASTIN and LISA R. BROOKS, as Grantor, Klamath First Federal Savings and Loan Association, as Trustee, and O. E. POWELL and MARTHA POWELL, husband and wife,

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

Lot 2, Block 6, FAIRVIEW ADDITION, in the County of Klamath, State of Oregon

"In the event the within described property, or any part thereof, or any limitation is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval by the grantor without first having obtained the written consent or approval. The beneficiary then at the beneficiary's option all obligations Why the grantor without first having obtained the written consent or appropriately the beneficiary, then, at the beneficiary's option, all obligations. The beneficiary is option, all obligations are secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable. therein or herein, shall become immediately due and payable.

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Thousand Two Hundred and No/100+be (\$21,200,00)

Twenty One Thousand Two Hundred and No/100ths (\$21,200.00)

sum of INCITEY UNE THOUSAIR INCOMPRETED AND LUCINS (\$21,200.00)

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 to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note

becomes due and payable.

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

not sooner paid, to be due and payable and the sound of the date of maturity of the date secured by this instrument it.

The date of maturity of the date secured by this instrument it.

The chove described real property is not currently used for agricult the chove described real maintain and grain and the control and represent process preserve and maintain and grain and represent process process to research and represent in control and represent process process in the constructed, damated or represent to the control of the co

(a) consent to the making of any map or plat of said property; (b) join in any casement or creating any restriction thereon; (c) join in any stanting any easement or creating any restriction thereon; (c) join in any casement or or charge afferment allecting deed or the lien or charge thereof; (d) reconvey me may be described as the "person or persons thereof; (d) reconvey and the recitals thereof as the "person or persons and the recitals thereof as the "person or persons of the truther of the property of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by frantor hereunder, beneficiary may at any time without notice, either in person, by affect of the property of the property, and the application and taking possession of said property in the property of the property, and the application or wands for any taking or damage of the insurance policies or compensation or wands for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured property in his performance of any attenuant harmonder.

property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done waive any default or notice of default hereunder or invalidate any act done waive any default or notice of default hereunder or invalidate any act done waive any or in his performance of any agreement hereunder, the beneficiary may be declare all sums secured hereby immediately due and payable. In such and declare all sums secured herebtion may proceed foreclose this trust deed by event the beneficiary at his efection may proceed foreclose this trust deed by event the beneficiary at his efection may proceed foreclose this trust deed his nequity as a mortfage or direct the trustee to foreclose this trust deed his nequity as a mortfage or direct the trustee to foreclose the strust for each of the said described real property to satisfy the obligations executed and cause to be reorded his written notice of default and his election advertisement and sale. In the manner provided in ORS 66.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale the manner provided in ORS 66.740 to 86.795.

14. Should the beneficiary of his successors in interest, respectively, the entire amount then due under the terms of the trust deed in the due under the terms of the trust deed in circluding costs and expenses actually incurred in the cost of the same provided by law) other provided his provided by law) other provided his default, in which event all foreclosure proceedings shall be dismissed by the default, in which event all foreclosure proceedings shall be dismissed by the default, in which event all foreclosure proceedings shall be dismissed by law obtained to the provided by law. The trustee may sell said property either the property so sold, the dead of any natures of lact shall be conclusive provided by law. The trustee may sell said property either the property so sold. The deed of any natures of lact shall be conclusive proof of the trus

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to fine appoint a successor or successors to any trustee anotherein or to any successor trustee appoint a successor trustee. The permitted hereunder. Upon supersisting and all title content of the successor trustee, the latter shall be vested with all title powers and duties confirmed and successors trustee. The manned of by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written for the country and its place of cerour, which, when recorded in the office for the Conditional States of the configuration of the country of the confirmed 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 no obligated to notify any party hereto of penning sale under any other deed of trust or of any action or proceeding in which granter, 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 Bur, a bank, trust company or sovings and loon 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 esciow agent licensed under ORS 696.505 to 696.505.

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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) - for arr 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 dender includes the plural:

masculine gender includes the feminine and the neut	er, and the singular number includ	les the plural:
IN WITNESS WHEREOF, said grant	or has hereunto set his hand	the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever want applicable; if warranty (a) is applicable and the ben as such word is defined in the Truth-in-Lending Act an beneficiary MUST comply with the Act and Regulation disclosures; for this purpose, if this instrument is to be a the purchase of a dwelling, use Stevens-Ness Form No. if this instrument is NOT to be a first lien, or is not to a dwelling use Stevens-Ness Form No. 1306, or equivalent with the Act is not required, disregard this notice.	1305 or equivalent;	us E. Hastin
(If the signer of the above is a corporation, use the form of acknowledgment apposite.)	(ORS 93.490)	· ·
STATE OF OREGON.)	1	
County of Klamath)ss.		ounty of
- Personally appeared the above named	1	who, each being first
ME BESTONE DIVER THE	duly sworn, did say that the	he former is the
E Hoster	president and that the las	tter is the
	secretary of	
and acknowledged the loregoing instrument to be their voluntary act and de Belore me: OFFICIAL DONNA K. MATTERS SEAL)	a corporation, and that the corporate seal of said corporate cut spiled in behalf of said co	e seal attixed to the foregoing instrument is the poration and that the instrument was signed and inporation by authority of its board of directors; reledged said instrument to be its voluntary act
Notary Publicator Oregon	Notary Public for Oregon	(OFFICIAL
My Commission Expires — 1/2	My commission expires:	SEAL)
trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute, to cancel all herewith together with said trust deed) and to reconve estate now held by you under the same. Mail reconve DATED:	reby are directed, on payment to your evidences of indebtedness secured by, without warranty, to the parties	by said trust deed (which are delivered to you s designated by the terms of said trust deed the
	Augustus Maineaus de	
2.7. Do not lose or destroy this Trust Deed OR THE NOTE which	it secures. Both must be delivered to the trus	tee for cancellation before reconveyance will be made.
TRUST DEED (FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	nus 11. nosekul 18. uržilos (1941) ABS	STATE OF OREGON, County ofKlamath
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		ment was received for record on the 24th day of OCtober 19 80 at 3:55 o'clock P.M., and recorded
Grantor	SPACE RESERVED FOR	ment was received for record on the 24th day of OCtober 19 80 at 3:55 o'clock P.M., and recorded in book/reel/volume No.M80 on
Beneficiary	SPACE RESERVED FOR RECORDER'S USE	ment was received for record on the 24th day of OCtober 19 80, at 3:55 o'clock PM, and recorded in book/reel/volume No. M80 on page 20833 or as document/fee/file/instrument/microfilm No. 91741, Record of Mortgages of said County. Witness my hand and seal of
	FOR	ment was received for record on the 24th day of OCtober 19 80, at 3:55 o'clock P.M., and recorded in book/reel/volume No. M80 on page 20833 or as document/fee/file/instrument/microfilm No. 91741 , Record of Mortgages of said County. Witness my hand and seal of County affixed.
Beneficiary	FOR	ment was received for record on the 24th day of OCtober 19 80, at 3:55 o'clock PM, and recorded in book/reel/volume No. M80 on page 20833 or as document/fee/file/instrument/microfilm No. 91741, Record of Mortgages of said County. Witness my hand and seal of

Fee \$7.00