

TRUST DEED

October Vol. 50, 1980, between

THIS TRUST DEED, made this 28 day of October, 1961, between the undersigned Grantor, James H. Smith, of the County of San Diego, State of California, and the undersigned Grantees, James H. Smith and Mary H. Smith, his wife, as tenants in common but with the right of survivorship, for the purposes and terms hereinafter expressed, to-wit:

Robert Wayne Mize and _____
as Grantor, _____ MOUNTAIN TITLE COMPANY
Alvin Terry Bishop and Joanne S. Bishop, Husband and Wife

as Beneficiary, _____

WITNESSETH:

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

Lot 11 of FAIR ACRES SUBDIVISION NO. 1, according to the official plat thereof on file in the office of the County Clerk of 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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of one hundred sixty eight and 88/100 dollars to the terms of a promissory note.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement, the sum of Eleven thousand four hundred sixty eight and 88/100 Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, is

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

7. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary, the trustee may appear, including the costs and expenses of the trustee, to pay all costs and fees; the grantor or the foreclosing beneficiary or trustee's attorney shall be responsible for the costs and fees of the beneficiary or trustee's attorney in all cases shall be the responsibility of the grantor or the foreclosing beneficiary or trustee's attorney. The beneficiary or trustee's attorney shall be responsible for the costs and fees of the beneficiary or trustee's attorney in all cases shall be the responsibility of the grantor or the foreclosing beneficiary or trustee's attorney. The beneficiary or trustee's attorney shall be responsible for the costs and fees of the beneficiary or trustee's attorney in all cases shall be the responsibility of the grantor or the foreclosing beneficiary or trustee's attorney.

8. In the event that any portion of all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the right, if it so desires, to require that all or any portion of the amount required as compensation for such taking, and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and to pay the reasonable costs, expenses and attorney's fees. applied by it first upon appellate costs, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied to take such actions secured hereby, and grantor agrees, at its expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible]

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 bank, trust company or savings and loan 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 escrow agent licensed under ORS 676.505 to 676.585.

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.)

(ORS 93.490)

STATE OF OREGON,)
County of Klamath) ss.
10-28, 19 80
Personally appeared the above named
Robert W. Mize and Stephanie Ann Vitale

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

My commission expires July 15, 1981

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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MTC

31821

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 29th day of October, 1980, at 10:47 o'clock A.M., and recorded in book/reel/volume No. M80 on page 21009 or as document fee/file/instrument/microfilm No. 91854, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

By Bernice A. Atchuck Deputy

Fee \$7.00