RM No. 881-1-Oregon Trief Deed Series-TRUST DEE	<u>D (No restriction on assignment)</u> <u>b - 23/83 - 7 stevens iness LAW Publishing co., PORTLAND, OR 9700</u> TRUST. DEED VO6. <u>1987</u> Public <u>2430</u> shrit
- COECHA VEN	this 2nd day of February
ROBERT OD AMUTH and	TIE INSURANCE COMPANY
s Grantor, TRANSAMERICA TI	Accosors & destination of an and an and the Hell, her and an and the Hell, her and an and a second the Hell, and a second and an
KATHRYN A. DEARBORN as Beneficiary, Quanto	·····································
	WITNESSETH: argains, sells and conveys to trustee in trust, with power of sele, the property sunty, Oregon, described as: propert Lot 3. Section 31; Township 37
A_tract_of=land_sit	of the Willamette Meridian, in the County of
Klamath, State-01	tr which lies North 1° 55' East a distance of 647.2
feet and North 05	once continuing North 63° 31 West 75 rece,
South 20° 59 west	2 Track 02 feet: thence North 05 21 West 7
thence North 20 5	ING RECORDED JUNIOR AND SUBORDINATE 10
OF SALE.	nents, chereditaments, and appurtenances, and all other fractional transferred to or used in connection and all fixtures now or hereafter attached to or used in connection and all fixtures now or hereafter attached to or used in connection and all fixtures now or hereafter attached to or used in connection at the section and all fixtures are applied at the section at th
tion with said real estate.	URING PERFORMANCE of each agreement of granid had been and the second se
sum of minute set and a set (10	019511.51) Dollars, with interest thereon accounting and interest hereot, if
not sooner paid, to be due and payable	t secured by this instrument is the vacc, successing the secure to the secure of the s
The above described real property	(a) consent to the making of any map setriction thereon; (c) join in any
To protect the security of this t 1. To, protect, preserve, and maintain, and repair, not to remove or demolish any b not to commit or permit any, waste of said prop- 2. To complete or restore promptly manner any building or improvement which destroyed thereon, and pay when duc and Riccosts order 3. To common permit any order of the property To the permit of the permit of the property of the property to the permit of the permit of the permit of the permits of the permits and the permits of the permits	rust deed, grantor agrees: (a) contains any easement or creating any restriction failed or the line or charge said property in 200d condition subdivision of the source of the line or charge subdiving or improvement thereon; (d) reconvey, without warranty, all or any part of the property. The subdiving or improvement thereon; (d) reconvey, without warranty, all or any part of the property. The subdiving or any part of the property. The subdiving or any part of the property. The interview of the subdivision of the subdivision of the subdivision of the beau on source the subdivision of the subdivision of the subdivision of the beau on this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in person, by gent or here do y and the of the subdivision of the subdision of the subdision of the subdivision o
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beneliciary 4. To provide and continuously main beneatter erected on the said premis	intain insurface (under the set of the set o
and such other hazards as the beneficiary, w ompanies acceptable to the beneficiary, w policies of insurance shall be delivered to t policies of insurance shall be delivered to to	induced and the set of
deliver said policies to the binarance more of the tion of cany spolicy of insurance more of the same a the beneficiary may iffe of other the same a the beneficiary may live of other insurance	erealter placed on said standard of the amount 12. Upon detault by grantor in payment hereunder, the beneficiary mit for any agreement hereunder, the beneficiary mit policy, may be applied by beneficiary hereby or in his performance of any agreement hereunder, the beneficiary mit dely due and payable. In such a policy, may he applied by beneficiary declare all sums secured hereby immediately due and payable. In such a declare all sums secured hereby immediately due to toreclose this trust declare and such a beneficiary at his election may proceed to toreclose this trust declare.
any part thereof, may be released to get any part thereof, may be released to get nof cure or, waive any default or notice.	or. Such application c invalidate any batteritement and sale. In the latter setting notice of default and his elect default hereunder or invalidate any batteritement and cause to be recorded his written notice of default and nas construction liens and to pay all cescule and cause to be recorder shell fix the time and place of sale, five not to sell the sale the time and place the sale of the sale of the time and place of sale, five not
Const. Too keep said openises thet taxes, assessments and other charges that	may be levied or assessed upon or hereby, whereby in any and proceed to interest the session of
ments, insurance, premiums, fiens of ben	eliciary with funds with which trustee for the trustees to the beneliciary or his successors in the trust deed and
out notice, and the nonport this trust dec render all sums secured by this trust deed	"I immediately do and the control of the postpond as provide of an expande and that each the parcels of the postpond and provide of the series of the parcels and the time of sale. The parcel of the parcels can payable at the time of sale. The parcel of the highest bidder for cash, payable at the time of sale. The parcel of the highest bidder for cash, payable at the time of sale.
out notice, min secured by this trust dee iconstitute in breach of this is trust dee constitute in breach of this is trust deed with a search as well as the other costs of ittle search as well as the other costs in connection with or in enforcing this o tes actually incurred.	andes of this trust including the coact in this to the highest bidder for cash, particular and arguined by law conver and expenses of the trustee incurred auction to the highest bidder for cash, particular arguined by law conver bigation and trustee's and attorney's shall deliver to the purchaser its deed in form as required by law conver bigation and trustee's and attorney's of the property so sold, but, without, any covenant, or warranty, express or Addition or proceeding purporting to the property so sold, the deed of any matters of lact shall be conclusive to Addition or proceeding purporting to the truthluness thereof. Any person, excluding the trustee, but inclu- enclicitary or trustee may appear, including on the grantor and beneficiary, may purchase at the sale.
A 1To appear in and towers of build allect the security rights or powers of build validity or proceeding in which the benefic any, usif for the foreclosure of, this, dee united evidence of title and the benefic	and traited and traited and torney's a mail deposity to sold, but, without any Covening the traited with all points to sold, but, without any Covening the traited with all cover and the solution of proceeding purporting to the processor of the cover provided herein, for any pay all cover and the solution of the truthulance thereof. Any person, excluding the trustee, but inclusion or trustees and in any suit, of the truthulance thereof. Any person, excluding the trustee, but inclusion or trustees and in any suit, of the truthulance thereof. Any person, excluding the compensation of the processor provided herein, for any pay all cover any the trustees and the case. Any person of the expenses of sole trustees and a reasonable charge by trustery sole that paragraph 70 min all cases shall be with all apply, the proceeds of sole to payment, of (1) the expenses of sole to pay ment. (or the cases shall be with the trustee in the trustee in the rest of the sole of the rest of the trustee in the rest of the trustee in the rest of the sole of the trustee in the rest of the sole of the trustee in the appoint as appoint or the sole of the trustee the sole of the rest of the sole of the trustee in the sole of the rest of the trustee in the appoint as the sole of the rest of the trustee in the appoint as the sole of the rest of the trustee in the appoint as the trustee in the sole of the rest of the trustee in the appoint as the trustee in the sole of the rest of the trustee in the appoint as the trustee the sole of the rest of the trustee in the appoint as the sole of the rest of the trustee in the trustee and the sole of the t
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ney's tees on such appraise that any portion 8 in the event that any portion under the right of eminent domain or co	or all of said property shall be taken. 16. For any reason permating of any trustee named herein or to international bencheary shall have the time appoint a successor to successor at any trustee named herein or any portion of the monies payable successor trustees appointed hereunder. Upon such appointment, and w successor trustees of the successor trustee, the latter shall be vested with all appoint a successor trustee, the latter shall be vested by trustee herein and by trustee herein and by trustee herein and by trustee herein appoint and by trustee herein appoint and by trustee herein
under the is a secte, to require that all right, if is used to be a section of the section as compensation for used laking, which to pay all reasonable costs, expenses, to pay all reasonable costs, expenses incurred by grantor in such proceeding applied by it first upon any reasonable applied by the trial and appellate courts,	are in excess of the antoxics, and outles conterred upon and substitution shall be made by not attorney's less necessarily paid or bowers and duties conterred upon and substitution shall be made by both and expenses and attorney's less, increasarily paid or incurred by bene. In instrument executed by beneficiary, containing reference to this fruate and its places of record, which, when recorded in the office of the increasarily paid or incurred by bene. In the induced set of the increasarily paid or incurred by bene. In the induced set of the increasarily paid or incurred by bene.
ficiary in such proceedings, and secured hereby, and granfor agrees, at secured hereby, and granfor agrees, at	the own expense to take such action in the such com- be necessary in obtaining such com- to necessary in obtaining such com- acknowledged is made a public record as provided by law. Trustee acknowledged is made a public record as provided by law.
pensation, At any time and from time	mintion of this deed and there allecting that the marty unless such action of processing
NOTE: The Trust Deed Act provides that or sayings and loon essociation authority	reces for cancellation) (withyour stee 'may') that be party of the provide the original provided the state of

State State State

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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 except as to prior Contracts of Sale as stated also on the front page hereof Aunit with benefit opitie Water

and that he will warrant and forever defend the same against all persons whomsoever.

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily, for granters personal, family, household or agricultural purposes (see Important Notice below), (a) primarily lor grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) otor 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 legates, devises, administrators, execu-fors, 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 nuter, and the singular number includes the plural. This deed applies

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 topplicable and the beneficiary is a creditor at, such, word is defined in the Truth in-Londing Aer and Regulation 7. the beneficiary iMUST 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 Steven: Nass Form No. 1305 or equivalent; if this instrument is NQT to be a first lien, or is not for finance, the purchase of a dwelling use Steven: Noss Form No. 1305 or equivalent. If compliance with the Act is not required, disrogard the notice. with the Act is not required, disregard this notice. (It the signer of the above is a corporation, use, the farm of acknowledgment opposite.)

ORS 93.490] STATE OF OREGON; and add County of Klamath

un appeared the above and

Robert D. Damuth Juanite M. Damuth NSCLADIC VALUE and acknowledged the loregoing instru-

their nent to be Belot fine: Lan OFFICIAL

tick (1 training

STATE OF OREGON, County of

સંસ્ પ્રાકૃ ALC: COM Personally appeared 256 5. 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 a corporation, and that the seal attixed to the torgoing instrument is the corporate seal of sead 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:

પ્રેસ્ટ પુરુ વાદ કરે. ઉપર ૨૨ ઉપરસ ίn an e 10.11 эá. Notary Public for Oregon (OFFICIAL SEAL) My commission expires: Sur Carto - 24 167, 2

To protect the sectority of this must deed granter agrees. turning and a the many of the Ine apone forcuped the hisbory is not children REQUEST FOR FULL RECONVEYANCE Endance and a submark 

FORM No. 221-1-Disgon Irus Oatd Series-18051 DEED (No restriction on administril).

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Public for Oregon

My commission: expires: //----80

or and an even sone sone of the personal of the provided by the tore of the the sone of th frust deed/have been fully (paid) and satisfied. Wou 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 Indebledness 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 formation and the OF SALE.

DATED TRUST DEED IS BEING RESORDED JUNIOR AND SUBORDINATE TO FRIOR CONTRACT thence North 26° 39' East 190 feet to the point of beginning. South 26° 39' West 232 feet; thence South 63° 21' East 150 feet; thence North 26° 39' East 92 feet; thence North Beyenicark, Nest 75 feet; Do Sie Town of West of West of Line Town on the Norte Which is Older Isola This is allowing the the order to the concellation before beconveying will be made UC G feet and North 63° 31' West a distance of 507 feet from the Southeast Definiting at a putur TTG2 MITTOI MOLLI 1,45 C C.C.S.C.GIIC & LEAST SDEED Ore con, more particularly SLALE OF OREGON 110WS: South Regeneration 9 East c the Willamette MeridianConut offic Klamacu of SS. PORTLAN SANESS LAW PUB. CO. ORE .... red in Government LOC J, Sequentity that the within instinment was received for record on the Kramacji... e, Oregon, discribed as man selfs and conversion of a state of the day of me. February ...... 181. Grangeartrepeanty grants, hard SPACE RESERVED as Beneficiary, Grantor FOR KATHRYN A. OLSOMORN RECORDER'S USE instrument/microfilm No. .95874......, Record of Mortgages of said County. as Grantor, TRANSAMERICA FLF JE INSURANCE COMPANY Witness my hand and seal of MANTTA M. DAMUTH, Musb Bond attired XETER RECORDING RETURN TO SUC Evelyn Biehn County Clerk in a pearl 2nd 8. Pacific Hung 171 West Linn, Oregon 97068 nethas

TRUST DEED

fee \$7.00 6-58185C

elach Deputy

By (