ISHING CO., PORTLAND STEVENS-NEBS LAW. PUBL 9329 Sec. 2 vol.m81_Page TRUST DEED. FORM No. 881—Oregon Trust Deed Series-TRUST DEED 19.01, between Marrin May husband and wife, THIS TRUST DEED, made this 22nd day of XI JACK P. BAGGELLAAR and MARILYN L. BAGGELAAR, 8 TN-I as Trustee, and antor, TRANSAMERICA TITLE INSURANCE COMPAN as Grantor, THAN SATER IS SHARON R. BUCKLEY Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in <u>Klamath</u> tract of land situated in the NELNEL Continue of the NELNEL A UT&CT OI LANG SITUATED IN THE NETRIF, Dection 29, Township 99 5., K. 9E.W.M. more particularly described as follows: Beginning at the NE corner of said more particularly described as follows: Beginning at the NE corner of said section 23; thence S. 00°17'03" E. 30.00 feet; thence N. 89°39'09" W. 82.48 feet; feet; thence S. 03°10'00" W. 30.04 feet; thence N. 89°46'12" W. 143.36 feet; thence S. 00°20'51" W. 545.00 feet; thence N. 89°46'12" W. 143.36 feet; thence S. 00°17'18" W. 348.39 feet to the true point of beginning; thence thence S. 00°17'18" W. 348.39 feet to the true point of beginning; thence thence S. 00°17'18" W. 310.00 feet to the northerly and easterly right ontinuing S. 00°17'18" W. 310.00 feet to the northerly and easterly right the U.S.B.R. 1-C-1-A-1 drain; thence along the northerly and easterly right of way line of said drain N. 89°46'12" W. 710.00 feet, N. 00°17'18" E. 310.00 feet; thence leaving said right of way line S. 89°46'12" E. 710.00 feet to the true point of beginning, containing 5.05 acres, more or less, with the * *fogether with all and singular the tensments, hereditaments and apputenances and all other rights thereunto belonging or in anywise <i>fogether appertaining, and the rents, issues and protits thereof and all titures now or hereatter attached to or used in connec-tion with said real easter. <i>FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SIX THOUSAND NINE HUNDRED FIVE AND 08/100* SIX THOUSAND NINE HUNDRED FIVE AND 08/100.
 Dollars, with interest thereon according to the terms of a promissory Dollars, with interest thereon according to the terms of a promissory into sooner paid, to be due and payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if Muguest 1.
 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if Muguest 1.
 note of additional payable in the date stated above, on which the final installment of soil agreed to be due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be beneficiary or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, at the beneficiary's option, all obligatons secured by this instrument, irrespective of the maturity dates expressed therein, or the above described reoperty is not currently used for agricultural, timber or grazing purposes.
 To protect the security of this trust deed. frantor afrees: (a) consent to the making of any map or plat of said property; (b) join in 'n 0 (a) consent to the making of any map or plat of said property; (b) join in any (a) consent to the making of any map or plat of said property; (b) join in any find the property is the said of the property. The subordination or other aggement of constraints and the property. The subordination or other aggement allecting this deed or the lien or charge subordination or other aggement allecting this deed or the lien or charge subordination or other aggement allecting this deed or the lien or charge subordination or other aggement allecting this deed or the lien or charge subordination or other aggement allecting the any matters or facts shall grantee in any reconveyance may be described any matters or last shall be accounted in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less the spotsession of the rest event of the trade possession of the rest event of the rest less costs and paragraph shall be not less the possession of the rest is such any indebtedness secured hereby, and in such order as benefies costs and on any indebtedness secured hereby, and in such order as benefies of a spot any indebtedness secured hereby, and in such order as beneficient of the methy age to the spot section of a said property, the ficiary may may the test is usen and problem of side property and the section and rest is and any indebtedness and problem and is and order as beneficient of the section of the spot section of a said property. .6-1 2 The above described real property is not currently used tor agricult To protect the security of this trust deed, frantor agrees: 1. To protect, preserve and maintain said property in good condition of the protect preserve and maintain said property in good condition of the protect preserve and maintain said property in good and workmanlike of the complete or more the property in good and workmanlike of To complete or more ment which may be constructed, damaged or association of the property with all laws, ordinances, regulations, coverants, condi-tions and restrictions allecting said property in the beneficiary so requests, to it one as the beneficiary may require the cost of all lien sarches made proper public of the or searching agencies as may be deemed desirable by the beneficiary. The provide and continuously maintain insurance on the buildings .0 <text><text><text><text><text><text><text> issues and expenses of operation accord hereby, and in such are less costs and expenses of operation secured hereby, and in such are ney's fees upon any indebtedness secured hereby, and in such are ficiary may determine. The entering upon and taking possession of said property, it collection of such rents, issues and prolits, or the proceeds of tire and of insurance policies or compensation or avaids for any taking or damage of insurance policies or compensation or release thereof as aloresaid, shall not cure insurance policies or notice of delauit hereunder or invalidate any act di waive and be application or delauit hereunder or invalidate any act di pursuant to such notice. waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.
12. Upon delault by grantor in payment of any indebtedness secured may act and any agreement hereunder, the beneficiary may also be any agreement hereunder, the beneficiary may also be any agreement hereunder. The beneficiary are this secured hereby immediately due and payable. In such any act the beneficiary at his election may proceed to forelose this trust deed advertisement and sale. In the latter evident the beneficiary are there are applied to the secure and any agreement herein the beneficiary of the trustee shall advertisement and sale. In the latter evident the beneficiary secure and property to satisfy the obligations secured advertisement and sale. The proceed to forelose this trust deed in beneficiary as a mortage of the property to satisfy the obligations secured advertisement and sale. The proceed to forelose this trust deed in thereby as then required by haw and proceed to forelose this trust deed in thereby as then required by haw and proceed to forelose this trust deed in the definition of the trustee sale, five notices of the trust expective the state of the trustee's sale, thereficiary or this successors in interest, respectively the antime provided the they fract or of other person so privileged by the NT and there of the trust expective thereby (including costs and expenses actually incurred in the source of the expecting the thereby (including costs and expenses actually iters of the privileged by law of the default, in which event all toreclosure proceedings shall be dismissed by the dismissed by the dissuers.
14. Otherwise, the sale shall be held on the date and at the time and the default. Mark as which which event all foreclosure proceedings shall be dismissed by the default, in which event all foreclosure proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and at a designated in the notice of sale or the time to which said sale may allow designed as provided by leaves, The trustee may sell said property either in one parcels of the sale of the time to which sale. Trustee be postpond as provided by leaves, and shall sell the parcel sale. Trustee may to the parcel of the truste may sell said property either shall deliver to the purchase the denies of the truste may sell said property in the parcel of the truste in the denie of the truste shall be conclusive proof shall deliver to the purchase the denies of the truste shall be conclusive proof in the denies of the truste and beneficiary. May person, exist fact shall be conclusive proof at the shall each the truste shall apply the proceeds of sale to payment of the truste by trusters is shall apply the proceeds of the truste and a reasonable charge by truster at the bilagion of the truste and are the sale. Truste at the obligation secured by the truste and a (4) the the obligation of the struste in the ded (3) to all persons of their interests may appear in the order of the truste at the sale. surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneticiary may from time to surplus. 16. For any reason permitted by law beneticiary may from time to successor trustee appointed reasons to any trustee named herein or to any successor trustee appointed to any trustee herein named in the powers and duties contervative upon any trustee herein named by written hereunder, Each such apponenticiary, containing reference to the successor trustee to the successor upon any trustee herein named by written hereunder, Each such apponenticiary, containing reference to the successor and the provide of the opponenticiary, contained in the ollice of the Courty and the Recorder of the opponenties of the successor trustee. Clerk or conclusive proof to this trust when this deed, duly create is not shall be notify any party hereto of parich sheard, which the provide of the order oblighted for only any party hereto of provide the successor trustee that or of any action or proceeding in which the provide by law. The successor trustee is not approxibility record as provided by law. Trustee is not all 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 Bar, a bank, trust comp or savings and loon association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696. bearings of the above described tract being based on Tract 1088-Fernitale, a duly recorded subdivision.

a duly recorded subcivition.	
Nochash of the second second second	9330
The grantor covenants and agrees to an fully seized in fee simple	d with the beneficiary and those claiming
easements and encumbrances of	property and has a valid, unencumbered title thereto, except record and those apparent on the ground,
and that he will warrant and forever defend th	he same against all persons whomas
	a persons whomsoever.
The grantor warrants that the proceeds of the le (a)* primarily for grantor's personal, family, ho (b) for an ordenization a	can represented by the above described note and this trust deed are: usehold or agricultural purposes (see Important Notice below), natural person) are for business or commercial aurone below),
This deed applies to, inures to the benefit of a	natural person) are for business or commercial purposes other than agricultural
genuer includes the feminine and the neuter	nd binds all parties hereto, their heirs, legatees, devisees, administrators, execu- ticiary herein. In construing this deed and whenever the context so requires, the and the singular number includes the plural.
* IMPORTANT NOTION	has hereunto set his hand the day and year first above written
as such word is defined in the Truth-in-Lending Act and the	inty (a) or (b) is Mark - Carllage
the purchase of a dwelling, use Stevens-Ness Form No. 1302 if this instrument is NOT to be a first lien, or is not to fingn of a dwelling the Stevens Characteria	tien to finance with which Daguan
with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment apposite.)	. If compliance
	S 93.490j
County of KLAMATH)ss. May 22 to 81	STATE OF OREGON, County of
May 22 , 19 81 <u>Personally appeared the above named JACK P.</u> BAGGELAAR and MARILYN L.	Personally appeared
BAGGELAAR, husband and wife,	duly sworn, did say that the former is the
State Contraction	
(10) March 10	a connection and the st
ment to be their voluntary act and deed.	a corporation, and that the seal allixed 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 out
OFFICIAL	and each of them acknowledged said instrument to be its voluntary act Before me:
SEAL) = OF Notery Public for Oregon	
My commission expires: 5/13/85	Notary Public for Oregon (OFFICIAL My commission expires: SEAL)
	My commission expires: SEAL)
REQUEST FOR FULL RECONVEYANCE	
To be used only when obligations have been poid.	
The undersigned is the legal owner and holder of all indebted	
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 estate now held by you under the cancel all to reconvey, without warranty, to the parties designated by the trust deed (which are delivered to you	
herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by said trust deed (which are delivered to you estate new held by you under the same. Mail reconvey and documents to	
DATED:	the decuments for the state of a state of a
19	
가 가 가 있는 것이 있는 것이 가 있는 것이 가지 않는 것이 있는 것이 있다. 같은 것은 것이 있는 것이 같은 것이 같은 것이 있는 것이 있 같은 것은 것은 것이 같은 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 없는 것	
Do not lose or destroy this Trust Deed OR THE NOTE which the	Beneficiary
3. State of the	Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	
FORM No. 881) BTEVENSINGES LAW-PUB. CO., PORTLAND, ORE.	STATE OF OREGON,
OB. CO., PORTAND, ORE,	County ofKlamath Ss.
(2) The second s Second second secon second second sec	I certify that the within instru- ment was received for record on the
The statistic Country Statistics	May
	FOR M SOOR/reel/volume No MO1 or
• REC	instrument/microfilm No
Beneficiary	Record of Wortgages of said County.
H.F. SMITH	Witness my hand and seal of County affixed.
540 Main Strange	Evelyn Biehn County Clerk
Klomoth Fells, OR 97601	By Altora Dang Deputy
(i)	

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