FORM No. 881-1—Oregon Trust Deed Series—TRUST DEED (No restriction on assignment). Chiloquin, Or 520 STEVENS-NESS LAW PUBLISHING GO., PORTLAND, OR. 97 P.O. Box 384 TRUST DEEDVOL ME Page 9745 JOSEPHINE L. SNYDER day of April as Grantor, MOUNTAIN TITLE COMPANY
WINEMA PENINSULA, INC., an Oregon Corporation as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Ann Klamath Annual County, Oregon, described as: Lot 10, Block 8, TRACT 1019, WINEMA PENINSULA, UNIT NO. 2, according to the official plat thereof on file in the office of the County Clerk the not lark or duringst this trans Dans, OS THE SECRE which However, Each main the urb. 00

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.

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of FOUR Thousand SIX hundred forty one and no/100ths—

note of even date herewith, payable to benefic any or order and made by granter, the tinal payment of principal and interest hereof, it not sooner paid, to be due and payable May 1, 19 not sooner paid, to be due and payable May 1

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note The date of maturity of the debt secured by this instrument is the date, stated above, on we are all properly is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other offerent affecting this deed or the lien or charge subordination or other offerent affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The property all or any part of the property. The property entitled thereto, and the recitals therein of any micros or person of the property entitled without notice, and without regard to the adequacy of any security or property, and without regard to the adequacy of any security or any part thereof, and without regard to the adequacy of any security or any part thereof, and enter upon and take possession of said proprissues and profits, including those past due and unpaid, and apply the same, noy's less upon any indublents secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the varies and profices or compensation or awards for any taking or damage of the universal property, and the application or release thereof as aforesaid, shall not cure or pursuant to such notice of default hereunder or invalidate any act done universal beautiful.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may event the beneficiary at his election may proceed to foreclose this trust deed by event the beneficiary at his election may proceed to foreclose this trust deed by any event the beneficiary at his election may proceed to foreclose this trust deed by activities and cause to be recorded his written notice of default and his election hereby, whereupon the frustee all property to satisfy the obligations secured thereof as then required by law 40 proceed to foreclose this trust deed in hereby, whereupon the frustee shall it the time and place of sale, give notice thereof as then required by law 40 proceed to foreclose this trust deed in her manner provided in ORS 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee for the trustee's sale, the grantor or other person so privileged by then after default at the grantor or other person so privileged by the prior to five days before the date set by the frustee for the trustee's sale, the grantor or other person so privileged by tively, the entire amount then due under the terms of the trust deed and the enforcing the terms of the obligation and trustee's and extrust deed and the enforcing the terms of the obligation and trustee's and extrust deed and the enforcing the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the trustee.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either auction to the highest bidder or cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law. Considering plied. The recitals in the deed of any covenant or warranty, express or important of the trustee shall be conclusive proof the trustee in the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof the trustee threat of the property so. Sold, but without the same street of the trustee, but including the frustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the express of sale, instituting the compensation of the trustee and a reasonable charge by trustee's having recorder liens subsequent to the interest of the trustee in the trust deed as their interest any appear in the order of their privally and (4) the supplus, it any to the grantor or to his successor in interest entitled to auch

surplus, it any to the grantor or to his successor in interest entitled to such surplus.

16. For any teason permitted by law intellicity may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, horself, and duties conferred upon any trustee herein named a appointed instrument executed by beneficiary, containing reference to this trust deed clerk or Recorder of the county or counties in which the property is situated shall be conclusive proof of proper appointment of the successor trustee.

7. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not trust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Dead Act provides that the trusted herounder 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 little 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 696.505 to 696.585.

entering the part of the second coverants 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 air organization, or (even it granter is a natural person) are to bushess or communical purposes office than agricultural.

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 teminine 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: Dolete, 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 apposite.) STATE OF OREGON, (ORS 93.490) STATE OF OREGON, County of ... County of Klamath Personally appeared ... Personally appeared the above named
Josephine L. Snyder Josephine L.

and acknowledged the foregoing instrument to the voluntary act and deed.

Before the: 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 Before me: (OFFICIAL CAMPLAGE WILL)
SEALY Public for Oregon Notary Public for Oregon (OFFICIAL My commission expires: My 31, A82 SEAL) My commission expires: refeet The carety of the runit acted behave detect The used and makings. The fact of manning of the delic senting To be used only when obligations have been paid. 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 ate 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 the same and asset the same are same. DATED: 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. TO TRUSTIDEED CLEAT ON THE IN THE CHINCALL STATE OF OREGON Fo.f County of Klamath STEVENS-NESS LAW PUB. CO., PORTLAND, ORE I certify that the within instru-VJOSEPHINE L. SNYDER Currer Construction on the Charles in the sense and construction of the sen at 4:42 o'clock P.M., and recorded SPACE RESERVED Bundittark in book/reel/volume No. M81 on Grantor page 9746 or as document/fee/file/ WINEMA PENINSULA, INC.

MINEMA BUNINGHIV INC.

SOURCE OF CONTROL O instrument/microfilm No. 250 Record of Mortgages of said County. Beneficiary Witness my hand and seal of 10 SAFTER RECORDING RETURN TO County affixed. TOWN OF THE WINEMA PENINSULA, DINC Evelyn Biehn County Clerk P.O. Box 384 18021 DEED By Webra a Ganefa Deputy Chiloquin, Oregon, 97624

Fee-\$7.00

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