3016 THIS TRUST DEED, made this	TRUST DEED	Vol MEI Po	14151
James R. Wenstrom Sr. and Sh.	irley A. Wenstrom,	August Husband and Wife	, 19. 8, betwee
Grantor, MOUNTAIN TITLE COMPAN DOUGLAS W. BIARD AND M. ALICI	1		
	ETT of with the states		
Beneficiary,	WITNESSETH:		

Lot 7, Block 19, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT 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 connec-

Dollars, with interest thereon eccording to the terms of a promissory the final navment of principal and interest hereot, i note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if

not sooner paid, to be due and payable to beneticiary or order and made by grantor, the final payment of principal and interest hereot, it not sooner paid, to be due and payable <u>February 1</u>, 19,82. 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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

Do der leen an General und anni Diord Di ter TCBI wilde i serende berrigtere af dationed in al fraction

<text><text><text><text><text>

ural, timber or grazing purposes.
(a) consent to the making ol any map or plat ol said property; (b) join in any subserved any easement or creating any restriction thereon; (c) join in any subserved (d) reconvey, without warranty, all or any part ol the property. The dramating any convey, without warranty, all or any part ol the property. The dramating in any reserved (d) reconvey, without warranty, all or any part ol the property. The dramating in any reserved thereof. Tastee's less for any of the conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness therein of any matters or facts shall be conclusive proof of the truthulness thereoil. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault by drantor hereunder, beneliciary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security lor the indebirdness hereby secured, enter upon and take possession of said property, the same, less upon any activation and collection, including trassmable attorney's less upon any indebtedness 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 profiles or compensation or awards for any taking or there or waive any delault or notice of delault hereunder or invalidate any act done insurance policies or compensation or awards for any taking or the advected of the advected as dorcasid, shall not cure or waive any delault by grantor in payment of any indebtedness secured

Waive any detaut or nonce of detaut nereunder or invalidate any act done pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sum secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a morigate or direct the truste to foreclose this trust deed divertisement and safe. In the latter event the beneficiary or the trustee shall event the said described of this written notice of default and his election to sell the said described of this written motice of default and his election thereday, whereupon the trustee shall fis the time and place of safe, five notice thereday, whereupon the trustee shall fis the said described thereday, whereupon the trustee shall fis to the add the solid default and his election to sell the said described of default and his election the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and safe trustee for the trustee's safe, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or this successors in interest, respec-tively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expense actually incurred in enforcing the terms of the obligation and trustee's and attorney's lees not ex-ceeding the amounts provided by law) other than such portion of the pri-cipal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceeding shall be dismissed by the trustee. 14. Otherwise, the safe shall be held on the date and at the time and

The delatis, in which even an increasure 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 in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of last shall be conclusive proof of the truthulness thereof. Any person, excluding the trustee, but including the grantor and beneliciary, 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 expenses of sale, in-cluding the compensation of the trustee and a reasonable charke by trustees attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee, the the trust deed as their interests may appear in the order of their priority and (4) the surplus.

If, by any reason permitted by law beneliciary may from time to time appoint a successor or successors to any frustre named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor frustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and subsitution shall be made by written indument executed by beneliciary, containing reference to this trust deed and the conclusive proof of proper appointment of the County shall be conclusive proof of proper appointment of the successor frustee and outlies and provide the store of the county and shall be conclusive proof of proper appointment of the successor frustee. IT, Trustee accepts this trust when this deed, duly executed and achowledded is made a public record as provided by law. Trustee is not obligated to 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 Deed Act provides that the trustee hereunder must be either an atterney, 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 696.505 to 696.585.

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

14152

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 granter is a natural person) are for business or commercial purposes other than agricultural-

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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. Centes K. We James R. Went na Wenstrom, Sr est lon irley Wenstrom À. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93,490) STATE OF OREGON, STATE OF OREGON, County of) ss. County of Klamath, 19_____ 81 Personally appearedand and Shirley A. Wenstromwho, each being first duly sworn, did say that the former is the <u>7 10 TAA</u> president and that the latter is the..... secretary of a corporation, and that the seal affixe ' 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 voluntary act <u>ior s</u> (J. and acknowledged the foregoing instrument to be their voluntary act and deed. (OFFICTL SEAL) Notary Public for Oregon Before me: Notary Public for Oregon (OFFICIAL SEAL) My commission expires: My commission expires: يە ئى Sec. Sec. 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 de many fine entre DATED: 19 a <u>lantana sa</u> Beneficiary 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 let theraof on file fri the PP2 RORERL DELVEDE CERMIN STATE OF OREGON, (FORM No. 881) A.H. LAW PUB. CO., PORTLAND, ORE County of Klamath SS. I certify that the within instru-Section of Agency and (16.32 V . ment was received for record on the 'r ferslerd Naturda Statuta Ma seed water water over first statistics at 2:: 26 o'clock ... P.M., and recorded SPACE RESERVED us her de l'est Grantor in book/reel/volume No. M. 81.....on FOR RECORDER'S USE page..14151....or as document/fee/file/ 的和方在一致的少少成了。 Record of Mortgages of said County. instrument/microfilm No. .3016, 地位的対応 Beneficiary Witness my hand and seal of County altired, AFTER RECORDING RETURN TO-自己的 医小说的现在分词 3,312,33 DEED Weaking 3.50 D 201 Evelyn Biehn Couclerk 1073 0080 1000 By Deputy

-10883

ana ana amin'ny faritan'i Ana amin'ny Golandia. Ny fanitana amin'ny faritana amin'ny faritana amin'ny faritana Ny faritana amin'ny faritana amin'ny faritana amin'ny faritana amin'ny faritana amin'ny faritana amin'ny farita

RM No. 706. CONTRACT-REAL ESTATE-Monthly Payments.	CONTRACT-REAL EST		14153
74	가는 영상에 있는 것이다. 이 가는 것은 것이라고 있는 것이다.	an de la companya de	to 81 between
THIS CONTRACT, Made this JIS	t day of d Margaret	Z. Galle	tenants by entirety
Denald G Fry and I	anell A. Fr	cy, husband	and with called the buyer,
• • -43	an of the mutual	covenants and a	greenens not to following de-
seller agrees to sell unto the buyer and the scribed lands and premises situated in	(lamath	County, State of	t
			be SWI / NWI/4
af Cartion Zo, and		W	
Township 37 South, Meridian, Klamath	County, Ore rt Road. E	gon, lying EXCEPTING TH	EREFROM the
adjacent to old 10 South 1155 feet of	the SW1/4N Range 9 Ea	W1/4 of Sec ast. Subjec	t to the rights be herein de-
Township 37 South	nd to any P	portion of t	ne nereth de
scribed premises	Also sub	ject to: Op	ben range grants
through said property and the said property real statements of the said property real statements and the said statements and the said statements and the said statements are statements ar			
M73, page 10740.	ght to cut	and clear su	uch timber as is areas.
necessary to build use	sand and no	/100	Dollars (\$ 30,000.00)
for the sum of <u>Thirty Thou</u> (hereinafter called the purchase price), o (hereinafter called the purchase price), o	n account of which	the receipt of w	hich is hereby acknowledged by the
Charginatter called the purchase	the boract	Tthe receipt of wi	inclusion of the order
Dollars (
payable on the 10thday of each mo	nth hereafter begi	inning with the mo All of said purche	ase price may be paid at any time;
the minimum monthly payments above		ntract	and the second
-sted between the parties	Second in the second	reporty described in this	s contract is
The buyer warrants to and coventities with $h + (A)$ primarily for buyer's personal, family, h (B) for an organization or (even if buyer is	a natural person) is to a lands on Aug	or business or commerciants ust 10, 1981, 1	is contract is ial purposes other than agricultural purposes. 19, and may retain such possession so long a ep the buildings on said premises row or hereafte ep the buildings on cormises tree from mechanic
The buyer shall be entitled to possession of sa he is not in default under the terms of this contract he is not in default under and repair and will not s	. The buyer agrees that uffer or permit any was efrom and reimburse sel	at all times he will kee ite or strip thereoi; that ler lor all costs and attor as wall as all water rem	t he will keep said premises tree from including rney's fees incurred by him in defending against an rney's fees incurred by him in defending against an ris, public charges and municipal liens which her ris, public charges and that biver's expense, he will
The buyer warrants to and covenants with 11 *(A) primarily for buyer's personal, tamity, h (B) for an organization or (even it buyer is (B) lor an organization or (even it buyer is The buyer shall be entitled to possession of sa he is not in delault under the terms of this contract erected, in good condition and repair and will not and all other liens and save the seller harmless ther such liens; that he will pay all taxes herealter levies after lawlully may be imposed upon said premises, insure and keep insured all buildings now or herealt	d against said property, il promptly before the se er erected on said premi	as well as all water fer ame or any part thereof ises against loss or dama ry to the seller, with loss	become past due; that all objet overage) in an amoun age by fire (with extended coverage) in an amoun spanable first to the seller and then to the buyer are insured. Now it the buyer shall fail to pay at
not less than 3	thin 10 day marketable title in and he building and other re and upon surrender of pesides free and char	vs from the date hereof, I to said premises in the si estrictions and easements this agreement, he will of encumbrances as of th	The left on or subsequent to the date of this agreeme teller on or subsequent to the date of this agreeme i now of record, if any. Seller also agrees that wil deliver a good and sufficient deed conveying s te date hereof and iree and clear of all encumbran d easements and restrictions and the taxes, munici d easements and restrictions and the taxes, munici-
said purchase price is faily particular the buyer, his heirs and premises in fee simple unto the buyer, his heirs and since said date placed, permitted or arising by, thr tions water rents and public charges so assumed by	ough or under seller, ex the buyer and further c	cepting, nowever, the same excepting all liens and en- t on reverse)	cumbrances created by the buyer of this assignment
*IMPORTANT NOTICE: Delete, by lining out, whichever a creditor, as such word is defined in the Truth-in-Lend for his purpose, use Stevens-Ness Form No. 1308 or si for his purpose, use Stevens-Ness Form No. 1308 or si	phrase and whichever wa ing Act and Regulation Z, milar unless the contract	irranty (A) or (B) is not op the celler MUST comply wi will become a first lien to	plicable. If warranty (A) is applicable and it the sele tith the Act and Regulation by making required disclosu 5 finance the purchase of a dwelling in which event
for this purpose, use Streams to a similar. Stevent-Ness Form No. 1307 or similar. Jasper T. & Margaret Z. (Garrie	And a second sec	STATE OF OREGON,
SELLER'S NAME AND ADDRESS			I certify that the within it
Donald G. & Lanell A. Fr	Y		day of o'clock
	95322	SPACE REBERVED	
Box 682, SNRD California	· · · · · · · · · · · · · · · · · · ·	FOR	file/reel number
Donald G. & Langer Address Box 682, SNRB Santa Nella, California BUYER'S NAME AND ADDRESS After recording return to:	ng ang sing the second seco Second second	RECORDER'S USE	APPART AL AVENUE AND A A
BOX 682, SNRB Santa Nella, California BUYER'S NAME AND ADDRESS After recording return to: MOUNTAIN TITLE COMPANY		RECORDER'S USE	Record of Dieus of Shand and s Witness my hand and s County attaxed.
BOX 682, SNRG Santa Nella, California BUYER'S NAME AND ADDRESS After recording return to: MOUNTAIN TITLE COMPANY		RECORDER'S USE	Witness my hand and s County attixed.
BOX 682, SNRD Santa Nella, California Buyer's NAME AND ADDRESS After recording return to: MOUNTAIN TITLE COMPANY NAME, ADDRESS, ZIP Until a change is requested all tax statements shall be send until a change is requested all tax statements shall be send	to the following address. Fry	RECORDER'S USE	Witness my hand and s County attixed. Recording
BOX 682, SNRD Santa Nella, California Buyer's NAME AND ADDRESS After recording return to: MOUNTAIN TITLE COMPANY NAME, ADDRESS, ZIP Until a change is requested all tax statements shall be send until a change is requested all tax statements shall be send.	to the following address	RECORDER'S USE	Witness my hand and s County attixed. Recording

14154

..) ss.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, the make the sole and the time is option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpid principal balance of the selection shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpid principal balance of and paysion shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpid principal balance of and the selection of the buyer as galant the seler hereunder shall utterly cease and defermine and the right to the selection of the buyer as galant the seler hereunder shall utterly cease and defermine and the right are to and reverse in said seler without any act of second describer to be performed and without may right of the buyer of return, celamation or compensation log: and in case of such default all payments therefore and subolutely, fully and pretained by and belong to said seler as the agreed and reasonable rent of said or events of the buyer of sub therein the inflot immediately, or at any time thereafter, to case of such default all payments therefore. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, therein or there by beforgint. thereon or thereto belonging. The buyer further afrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect is right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-ceeding breach of any such provision, or as a waiver of the provision itself. 1.033 The true and actual consideration paid for this transfer, stated in terms of dollars, is <u>30,000.00</u>. (However, the actual consid-part of the consideration (indicate which).(However, the actual consid-st or includes other property or value given or promised which is the whole consideration (indicate which).(However, the actual consid-in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the incase suit or action and it an appeal is taken from any judgment or decree may acjudge reasonable as attorney's less to pay such sum as the appellate court shall adjudge reasonable as plaintilt's attorney's less on such it court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintilt's attorney's less on such

court may adjudge reasonable as attorney's tees to be answer planter over shall adjudge reasonable as planter over the singu-ot the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as planter is the context so requires, the singu-ot the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as planter is the context so requires, the singu-appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall her pronoun shall be taken to mean and include the plural, the masculine, the feminine and to individuals. The pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions here apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto

by its officers duly authorized thereunto by order of its board of directors. * Bonald G. HIY

Jasper T. Garrie maryand Z, Darrie Margaret Z. Garrie

NOTE-The sentence between the symbols (0, if not opplicable, should be deleted. See ORS 93.030). STATE OF OREGON, County of, 19.....

STATE OF OREGON, County of Kranath Marion }ss.

Personally appearedwho, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

* hangel Ary Fry

Personally appeared the above named Jasper T. & Margaret Z. Garrie And acknowledged the foregoing instru-Betore the: SEFICIAL GONT STAtion of Ale Vol

and that the seal altized to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-of said corporation by authority of its board of directors; and each of half of said corporation by authority of be its voluntary act and deed. Before me:

FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Notary Public for Oregon My commission expires:

STATE OF CALIFORNIA County of the

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within _____ named

.....Donald.G....Fry...and.Lannell.A...Fry...

known to me to be the identical individual.... described in and who executed the within instrument and IN TESTIMONY WHEREOF L have hereunto set my hand and affixed

OFFICIAL SEAL J L DAMBROSIO NOTARY PUBLIC - CALIFORNIA MERCED COUNTY My comm. expires SEP 11, 1983

207.5

my official seal the day and year last above written. Wotary Public for Dorgon Caref My Commission expires 9-11-83.

By

STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of Mountain Title A. D. 19⁸¹ 2:26 this 10 day of Aug duly recorded in Vol. M 81, of ______ FVFI VN BIEHN 7.00