TRUST DEED

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Appendite that the Europe where

THIS TRUST DEED, made this 4th day of SEPTEMB JESS MITCHELL MCGUIRE and JEWEL DEAN MCGUIRE, Husband and Wife

as Grantor, PIONEER NATIONAL TITLE INSURANCE COMPANY , as Trustee, and VERNON RAY HUNT and CATHY S. HUNT,

Husband and Wife

as Beneficiary,

9.0. Box 1075

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATHEETT ROLLI County, Oregon, described as: ्या पूर्व प्रतिकारित १९५८ ।

As per Attached Exhibit "A"

TRUST DEED

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STATE OF 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 tixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

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sum of TWO THOUSAND and NO/100-----

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

7. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneliciary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary.

tions and restrictions allecting said property; if the beneticary so requests, to join in executing such inancing statements pursuant to the Uniform Commercial Code as the beneticiary may require and to pay for liling same in the positing difficulties or searching agencies as may be deemed desirable by the beneticiary.

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(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 agreement allecting this deed or the lien or charge thereos; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals 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 therein. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

U pon any default by grantor hereunder, beneficiary 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 for the indebtedness hereby secured, enter upon and take possession of said property or any, part thereof, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's fees 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 profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

wave any detault 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 declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equify as a mortgage or direct the trustee to foreclose this trust deed yadvertisement and sale. In the latter event the beneficiary or the trustee shale execute and cause to be recorded his written notice of default and his elected hereby whereupon the trustee shall its the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then alter default any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.706, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and in enforcing the terms of the obligation secured thereby (including costs and expenses actuary's less not exceeding the amounts pure bed by how of the trustee, and the end and not then be due had no default, courted, and thereby cure that the default, in which event all foreclosure proceedings shall be dismissed by the content of the default, in which event all foreclosure proceedings shall be dismissed by the content of the default, and the firm and the second the content of the default of

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. Trustes hall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any coverant or warranty, express or implied. The recitals in the deed of any matters of tact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor 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 expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed and their interests may appear, in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

surplus.

16. For any reason permitted by law beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or countries in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

small be conclusive prior to proper appointment of the successor tusters. The conclusive properties and the successor tusters are considered by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, 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 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 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

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),

REQUEST-FOR FULL RECONVEYANCE  To be used only when obligations have been poid.  Trustees  The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by strust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms add trust deed or pursuant to statistical evidences of indebtedness secured by said trust deed (which are delivered to y herewith together with/said-trust deed) and to reconvey, without warranty to the parties designated by the terms of said-trust deed at estate now held bytyou under the same. Mail reconveyance and documents to  DATED:  Beneficiary  Do not lose or destrey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellotion before reconveyance will be made.  TRUST DEED  STATE OF OREGON,  County of  I certify that the within instrument was received for record on the day of  I certify that the within instrument was received for record on the day of  SPACE RESERVED  FOR PACE RESERVED  FOR PACE RESERVED  Vernon Ray Hunt  RECORDER'S USE  Instrument/microfilm No.  Record of Mortgages of said County  Witness my head and said and and said.	This deed applies to, inures to the boselit of and binds all parties beaton that him, lapsies, devises, administrop, parties appeared preparatives, successors and assigns. The term beneficiary shall mean the holde and whenever, including contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever, the content is manufactured and the sanitary shall mean the holde and whenever the content is manufactured and the sanitary stands the plants.  IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above a such word is defined in the Truth-Landing Act and Regulation 2, the stands were in defined in the Truth-Landing Act and Regulation 2, the stands were in defined in the Truth-Landing Act and Regulation 2, the stands were in defined in the Truth-Landing Act and Regulation 2, the stands were in deviced in the Truth-Landing Act and Regulation 2, the stands were standard and the standard and the sandard and the	trators, executed traces, the requires, the
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About peso

P.O. Box 1075

Coos Bay, Oreg 97420

deputy

EXHIBIT "A"

Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE\(^1\)SE\(^1\)) of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South along the East line of the Southeast Quarter of the Southeast Quarter (SE\(^1\)SE\(^1\)) a distance of 110 feet which is the true point of beginning; thence West 200 feet; thence South 110 feet; thence East 200 feet; thence North 110 feet to the point of beginning.

ALSO starting at a point which is 200 feet West of the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE\( \)Section 13, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence West 198 feet; thence South 220 feet; thence East 198 feet; thence North 220 feet to the point of beginning.

TOGETHER WITH Easement recorded in Deed Volume 362 at page 195 as follows: The privilege of ingress and egress for roadway purposes over, upon and across the Westerly 20 feet of the purposes over, upon and across the Beginning at the Northeast following described real property: Beginning at the Northeast corner of the SE\(^4\)SE\(^4\); thence South along the East line of the Section a distance of 110 feet, all of said property being in Section 13, Township 23 South, Range 9 East of the Willamette Meridian.

State of OREGON: COUNTY OF KLAMATH: ss.
I hereby certify that the within instrument was received and filed for record on the

8thday of September A.D., 1981at 3:41 o'clock P M., and duly recorded in

Vol M81 of Mortgages on page 15915

Fee \$ 12.00