SPRINGFIELD ESCROW, INC. as Grantor, SPRINGFIELD ESCHOW, INC.
STEVEN J. SMITH AND SHERRY L. SMITH, HUSBAND AND WIFE

EXCEPTING the Southerly 400 feet thereof and excepting that portion lying within the right of way of the Klamath Northern Railroad. TOGETHER WITH an easement 60 feet in width for purposes of ingress and egress more particularly described as follows: THE Northerly 60 feet of the Southerly 400 feet of the NE 1/4 of the SW 1/4 of said Section 36 lying West of the Klamath Northern Railroad right of way and the Easterly 60 feet of the Southerly 400 feet of the NW 1/4 of the SW 1/4 of said Section 36.

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.

2. To complete, or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or 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, coverants, conditions and restrictions affecting said property; if the beneficiar on requirement of the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the call Code as the beneficiary as well as the cost of all lien searches made 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 beneficiary.

ions and vestricture and inancing statements pursuant of the lifting same in the control of the beneficiary: may require and toor of all lien searches made por public office or offices, as well as the cost of all lien searches made program by the cost of all lien searches made program by the cost of all lien searches made program by the cost of all lien searches made program by the cost of all lien searches made program by the cost of all lien searches made program by the cost of all lien searches made program of the cost of all lien searches made program of the cost of all lien searches made program of the cost of all lien searches made who do ther heart day continued to the said premises against loss or damage by lie for or hereafter erected on the said premises against loss or damage by lien and such other heast than \$\frac{1}{2}\text{Likely Likely My Approx mot time written in an amount never the said that the companies of the control of the said of companies of the said likely and the said likely and the said likely and the said program of procure any such insurance and to program of the said policies to the beneficiary with the said program of the beneficiary may prove other insurance policy may be approved the said that the said program of the said policies to the beneficiary the entitle of the said program of the sai

(a) consent to the making of any map or plat of said property; (b) join in granting any easternent or creating any restriction thereon; (c) join in any granting any easternent or creating any restriction thereon; (d) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the property. The thereof; (d) reconvey, without warranty, all or any part the property. The street of the property of the property of the property of the property. The property of the conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Truste's fees for any of the 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 than \$5 services of the property of the services mentioned by a court and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of said proption in the property of the property of

waive 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 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 with example of the sum of

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 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 shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser. Its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall be repetited by law conveying the property so sold, but without any coverant or warranty, express or important of the trusthiulness thereol. 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 cluding the compensation of the frustee and a reasonable charge by trustee cluding the compensation of the frustee and a reasonable charge by trustee at too bligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (3) in the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantor or to his auccessor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any trustee appoints between the property of the successor trustee, the latter shall be named or appointed powers and duties conferred upon any trustee herein amend or appointed powers and duties conferred upon any trustee herein amend or appointed instrument. Each such appointment and substitution that it was a successor trustee, the latter shall be made by writted instrument executed by beneficiary, containing reference to this trust deed instrument executed by beneficiary, containing in the ollice of the County and it recorded in the conclusive proof of proper appointment of the successor trustee. Shall be conclusive proof of proper appointment of the successor trustee, shall be conclusive proof of proper appointment of the successor trustee. Shall be a public record as provided by Jaw. 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.

https://doi.org/10.1000/10.100 fully 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 an organization, or (even it grantor 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, 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 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. Rodney 17. with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93,490) STATE OF OREGON. County of Lane January 13 STATE OF OREGON, County of 82 Personally appeared Personally appeared the above named Rodney L. Saner & Deanna L. Saner duly sworn, did say that the former is the... president and that the latter is the..... 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 and seconwledged the toregoing instrument to be the the voluntary act and deed.

Below me:

(OFFICIAL SEAL)

Potaly Public for Oregon Before me: Notary Public for Oregon (OFFICIAL SEAL) My commission expires: 8-29 My commission expires: REQUEST FOR FULL RECONVEYANCE 01 11:5 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 bylyou under the same. Mail reconveyance and documents to DALED: with all any suppose the tenteness. As the same and public thereof and at Pitters from Beneticiary entrain sur De not lose or destrey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m the Southerly 400 fact of the Fr 1/4 of the SE 7/4 of cald Section TRUST DEED tiread, rock term utile im eason

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FOR

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SPACE RESERVED

RECORDER'S USE

event inceved van att.

Althor State of

CERTIFIC FORM No. 881) Grantor Smithwayou

Beneficiary Springfield Escrow, Inc. 1800 Centennial Blvd., Suite 1 Springfield, OR 97477 Attn: Phyllis Montgomery-Wise

EPSTAGE CON SECURITIES DISC STATE OF OREGON,

County of Klamath

SS.

I certify that the within instrument was received for record on the 28 day of January , 1982, at.12:22...o'clock P...M., and recorded in book/reel/volume No...M.82.....on page 1112 or as document/lee/file/ instrument/microfilm No. 8661, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

elyn...Blehn County Clerk Asse Deputy _Fee_\$8.00