.....day of

..., between

JOAQUIN R. BARR and LAURA R. BARR, husband and wife

as Trustee, and

as Grantor, MOUNTAIN TITLE COMPANY, INC.

HER COMMITTERS IN 1805

as Beneficiary,

HAZEL KENNERLY and JERRY CLARK ENGLISH, not as tenants in common, but with the ... WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

in Klamathadica County, Oregon, described as: Lot 668 in Block 116, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with all and singular the tenements, issues and profits thereof and all fixtures 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

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable to be the final payment of principal and interest hereof, if 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 which the final installment of said note. 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, 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's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said consent. (b) isin instrument, irrespective of the making of any map or plat of said consent. (b) isin instrument, irrespective of the making of any map or plat of said consent. (b) isin instrument.

sold, conveyed, assigned or alienated by this instrument is then, at the beneficiary's option, and obligations ascured by this instrument is then, at the beneficiary's option, and obligations ascured by this instrument is the beneficiary's option, and obligations ascured by this instrument is the beneficiary's option, and obligations ascured by this instrument is the protect the security of this trust deed, grantor affects.

To protect preserve and finalisation in the protect of the security of this trust deed, grantor affects of the protect of the security of this trust deed, grantor affects of the protect of the security of this trust deed, grantor affects of the protect of the security of this trust deed, grantor affects of the protect of the security of this trust deed, grantor affects of the protect of the security of this trust deed, grantor affects of the security of the sec

(a) consent to the making of any map or plat of said property; (b) join in any casement or creating any restriction thereon; (c) join in any casement or creating any restriction thereon; (c) join in any casement or creating any restriction thereon; (c) join in any substitution or other agreement allecting this deed or the lien or charge substitution or other agreement allecting this deed or the lien or charge the substitution of the constitution of the property of the property

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 hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may hereby immediately due and payable. In such declare all sums secured hereby immediately due and payable. In such declare all sums secured hereby immediately due and payable. In such declare the trustee to hereby as a mortgage or the fact the trustee to neciose this trust deed in equity as a mortgage or the latter event the beneficiary or the trustees shall execute and cause to be recorded his written notice of default and his election to self the said described real property to satisfy the obligations secured execute the sum of the sum of

the delault, 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 place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The frustee may sell said property either in one parcel or in separate parcels and sall sell the parcel or parcels at a sall sall the parcel or in separate parcels and sall sell the parcel or sall said from the highest bidder for cash, payable at the time of law conveying auction to the highest bidder for cash, payable at the time of law conveying sall 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 imported. The recitals in the deed of any matters of fact shall be conclusive proof of the truthluness thereof. Any person, excluding the trustee, but including of 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, in shall apply the proceeds of sale to payment of (1) the expenses of sale, in stories.

16. The obligation secured by the trust deed, (3) to all persons atoms.

17. The obligation secured by the trust deed, (3) to all persons atoms.

18. For any reason permitted by law beneficiary may from time appoint a surplus.

surplus. If any, to the granter or to his successor in interest entitled to such surplus. It is not reason permitted by law beneficiary may from time to the property of the p

INOTE: The Trust Deed Act provides that the trusten hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company of the International Company authorized to insure title to real or sevings and loan association authorized to the business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real or sevings and loan association authorized to the business under the lows of Oregon or the United States or any agency thereof, or an escrow agent licensed under Oregon State Bar, a bank, trust company or sevings and loan association authorized to the business under the United States or any agency thereof, or an escrow agent licensed under Oregon State Bar, a bank, trust company authorized to insure title to provide the state of the Oregon State Bar, a bank, trust company authorized to insure title to provide the state of the Oregon State Bar, a bank, trust company authorized to insure title to provide the state of the Oregon State Bar, a bank, trust company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure title to provide the Insurance company authorized to insure the Insurance company authorized to ins

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of the plant of reference to fill the choice of Exercise the Prefer for the Color Color Color (1998). To the Second Second Color (1998) and the Color (1998) 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, tamily, household or agricultural purposes (see Important Notice below).

(b) Notice of the proceeds of the loan represented by the above described note and this trust deed are:

(b) Notice of the proceeds of the loan represented by the above described note and this trust deed are:

(c) Notice of the proceeds of the loan represented by the above described note and this trust deed are:

(a)* Primarily for grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* Primarily for grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: X5426X5X6X.X

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. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is OAQUIN R. BA aura de LAURA R. BARR (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, STATE OF OREGON, County of..... County of Klamath February 10, 1982 Personally appeared ... Personally appeared the above named. JOAQUIN R. BARR and LAURA R. BARR, duly sworn, did say that the former is the husband and wife 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 and deed.

Before me: ζ., and acknowledged the foregoing instrument to be • their voluntary act and deed. COFÊICIAL (OFFICIAL SEAL) Notary Public for Oregon My commission expires: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: 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 ... restriction of the real man and people hereigned the color with all Section (Section) हामा हेन्स बटाँच होते हो। बहुत्य भेदान DATED: Beneficiary at loss 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 u 196 opens of the commit STATE OF OREGON, SS. I certify that the within instruthe profit of the state of the ment was received for record on the Mr. & Mrs. Joaquin R. Barr 19.82; at.3:43o'clock P...M., and recorded BULL STAFF ST SPACE RESERVED in book/reel/volume No..... M. 82....on Grantor Hazel Kennerly and Jerry Clark English FOR page 7.88 or as document/fee/file/ instrument/microfilm No.9076....., Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Evelyn Buehn County Clerk

LIBRUS PRINTS

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MOUNTAIN TITLE COMPANY INC