

TRUST DEED

February....., 19 82, between
LEON husband.....

as Beneficiary,

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$100,000.00 by the said grantor to the said grantee according to the terms of a promissory note made by the said grantor to the said grantee on this 10th day of May, 1960, and of the interest thereon, is hereby acknowledged.

sum of TEN THOUSAND AND 00/100 Dollars, with interest thereon according to the terms of a promissory note dated herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if any, on or before March 10, 19 84.

(Sum of \$10,000.00) -----
note of even date herewith, payable to beneficiary or order and made by grantor, on _____, 19 84.
not sooner paid, to be due and payable March 10
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.

The 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 property; (b) join in any restriction thereon; (c) join in any deed creating any restriction thereof; or (d) execute any other instrument required for the purpose of carrying out the intent of this document.

The above described real property is not exempt.

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to annul, in whole or in part, the validity of any instrument executed by or for the benefit of any beneficiary or trustee; and in any suit, action or proceeding brought by or for the benefit of any beneficiary or trustee, to appear, including the cost thereof.

6. To pay all costs as the other costs in a proceeding in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to affect the interest of beneficiary or trustee; and in any suit, the beneficiary or trustee may appear, including

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of all reconveyances for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property; (b) join in any

(a) consent to the making of any map or plat of said property; (b) join in any
(c) join in any charge
the grantor or other agreement warranty, all or any part of the property. The
grantee in any reconveyance may be described as of any matters or facts shall
and the recitals there of any matters or facts shall
legally entitled thereto, and the recitals thereof. Trustee's fees for any of the
be conclusive proof in this paragraph shall be less than \$5.
services mentioned in this paragraph shall be rendered by a receiver to ap-
any default by grantor or grantee or by a receiver to ap-

[illegible]

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 release thereof as aforesaid, shall not cure or invalidate the application or release thereunder or invalidate any act done pursuant to such notice.

[illegible][illegible][illegible][illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record in any state or county in which the grantor, Clerk or Recorder of the county or counties in which the deed is recorded, shall be conclusive proof of proper appointment of the successor trustee.

9. At any time and from time to time of this deed and without affecting the validity of the deed, the trustee shall be a party unless such action is necessary to carry out the purposes of this deed, in which case the trustee shall be a party unless such action is necessary to carry out the purposes of this deed.

10. 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),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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.

(If the signor of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF ~~OREGON~~ California)
County of Ventura) ss.
March 1, 19 82.

Personally appeared the above named:

Michael P. Doyle
William F. Wood and
Carla R. Wood

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

Before me:

(OFFICIAL SEAL)

Charles King
Notary Public for ~~OREGON~~ California

OFFICIAL SEAL

SHARLENE KING
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My comm. expires DEC 6, 1985

(ORS 93.490)

STATE OF OREGON, County of _____) ss.
_____, 19____.

Personally appeared _____ and

_____, who, each being first 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 and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

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 _____

DATED: _____, 19____.

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.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor:

Beneficiary:

AFTER RECORDING RETURN TO

Doyle & Wood
2000 Main St #210
Ventura, CA 93003

SPACE RESERVED

FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

2994

The W $\frac{1}{2}$ of a parcel of land situated in Section 14, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14; thence from said point of beginning North 00° 10' 16" East along the West line of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$ 391.19 feet to a 5/8" iron pin; thence South 89° 54' 02" East 1097.61 feet to a 5/8" iron pin; thence South 791.58 feet to a point; thence South 89° 35' 57" West 1100.03 feet to a 5/8" iron pin; thence North 00° 10' 16" East along the West line of the said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 409.98 feet to a 5/8" iron pin marking the point of beginning.

TOGETHER WITH the following exhibits: A, B, F & G

Exhibit A

An easement 60 feet in width, measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 and the centerline of an existing road, from which the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14 bears South 89° 59' 40" East 626.00 feet; thence from said point of beginning Northeasterly along the centerline of an existing road, the following six bearings and distances: North 18° 16' 56" East 31.94 feet, North 26° 36' 26" East 66.98 feet, North 45° 16' 11" East 133.72 feet, North 52° 35' 15" East 257.59 feet, North 38° 56' 57" East 65.21 feet, South 89° 54' 02" East 246.55 feet to a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, from which the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, bears South 00° 10' 16" West 391.19 feet.

Exhibit B

An easement for purposes of ingress and egress lying 30 feet Northerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, bears South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 1300.46 feet; thence South 89° 54' 30" East 1980.06 feet to a point on the East line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 14.

Exhibit F

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles, and adjacent to the following described line:

continued ...

description continued ...

2995

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following two bearings and distances; North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14.

Exhibit C

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, bears the following two bearings and distances; North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of:

this 10 day of March A.D. 1982 at 10:06 o'clock AM., and
duly recorded in Vol. M 82, of Mtge on Page 2992

Fee \$16.00

EVELYN BIEHN, County Clerk

By James M. Dine