

5816 9948

MOUNTAIN TITLE COMPANY

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That RANDAL J. ODERMANN and BARBARA S. ODERMANN, husband and wife  
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CURTIS D. NEWKIRK  
and CAROLYN L. NEWKIRK, husband and wife  
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lots 14 and 15 and a portion of Lot 8 and 9 South of highway, Section 18, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING that portion deeded to Great Northern Railroad in Deed Volume 95, page 251.

82 MAR 15 AM 11 25

continued on the reverse side of this deed -  
This document is being re-recorded to correct legal description.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as stated on the reverse side of this deed and those apparent upon the land, if any, as of the date of this deed

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$130,000.00

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 12 day of March, 1982;  
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

X Randal J. Odermann  
RANDAL J. ODERMANN

X Barbara S. Odermann  
BARBARA S. ODERMANN

STATE OF OREGON, County of Lane ss.

March 12, 1982

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, 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 \_\_\_\_\_

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said 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.

Notary Public for Oregon  
My commission expires: 11-12-84

(OFFICIAL SEAL)

STATE OF OREGON,  
County of Lane } ss.  
March 12, 1982

Personally appeared the above named RANDAL J. ODERMANN and BARBARA S. ODERMANN, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, \_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 11-12-84

Mr. & Mrs. Randal J. Odermann  
34145 Walnut Lane  
Creswell, Oregon 97426

Mr. & Mrs. Curtis D. Newkirk  
Route 1, Box 37  
Tulelake, Cal. 96134

GRANTOR'S NAME AND ADDRESS  
GRANTEE'S NAME AND ADDRESS  
SAME AS GRANTEES

NAME, ADDRESS, ZIP  
SAME AS GRANTEES

NAME, ADDRESS, ZIP  
NAME, ADDRESS, ZIP

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 \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_.  
Record of Deeds of said county.  
Witness my hand and seal of County affixed.

By \_\_\_\_\_ Recording Officer  
Deputy

MOUNTAIN TITLE COMPANY

- continued from the reverse side of this deed -

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads, or highways.
2. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Project.
5. Reservations and restrictions as contained in Patent from United States of America, recorded in Volume 56, page 432, Records of Klamath County, Oregon. (Affects Lots 14 and 15)
6. Reservations and restrictions as contained in Patent from the United States of America, recorded in Volume 104, page 130, Records of Klamath County, Oregon. (Affects Lots 8 and 9)
7. Grant of Right of Way, including the terms and provisions thereof,  
Dated: July 1, 1932  
Recorded: December 14, 1932  
Volume: 99, page 275, Records of Klamath County, Oregon  
In favor of: The California Oregon Power Company  
For: transmission and distribution of electricity  
(Affects Lots 8 and 9)
8. Grant of Right of Way, including the terms and provisions thereof,  
Dated: June 27, 1932  
Recorded: December 15, 1932  
Volume: 99, page 277, Records of Klamath County, Oregon  
In favor of: The California Oregon Power Company  
For: transmission and distribution of electricity  
(Affects Lots 14 and 15)
9. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
Dated: February 28, 1980  
Recorded: March 6, 1980  
Volume: M80, page 1307, Microfilm Records of Klamath County, Oregon  
Amount: \$63,000.00  
Mortgagor: Randal J. Odermann and Barbara S. Odermann, husband and wife  
Mortgagee: The Federal Land Bank of Spokane

The Grantee named on the reverse side of this deed hereby agrees to assume and pay the above described Mortgage.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~xxxxxx~~

this 15 day of March A. D. 1982 at 11:25 o'clock A.M., and  
duly recorded in Vol. M 82, f. Deeds on Page 181.

Fee \$8.00

EVELYN REHN, County Clerk

By Joyce Redman



RECORDED  
INDEXED  
11/1/82



3246A

This document is being re-recorded to correct legal description:::

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record a request for

this 16 day of March A.D. 19 82 at 11:57 o'clock AM and duly recorded in Vol. M 82 of Deeds on page 3245

Fee \$12.00

EVERETT BIEHL County Clerk

By *[Signature]*

FORM No. 681-1—Oregon Trust Deed Series—TRUST DEED (No restriction on assignment)

3989949

TRUST DEED

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THIS TRUST DEED, made this 15 day of March CURTIS D. NEWKIRK and CAROLYN L. NEWKIRK, husband and wife, 19 82, between as Grantor, MOUNTAIN TITLE COMPANY INC.

RANDAL J. ODERMANN and BARBARA S. ODERMANN, husband and wife, as Trustee, and as Beneficiary,

WITNESSETH:

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

Lots 14 and 15 and a portion of Lot 8 and 9 South of highway, Section 18, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING that portion deeded to Great Northern Railroad in Deed Volume 95, page 251.

This document is being re-recorded to correct legal description

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of such agreement of grantor herein contained and payment of the sum of THIRTY-ONE THOUSAND FOUR HUNDRED SIXTY-SIX AND 55/100

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 per terms of 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 becomes due and payable.

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

To protect the security of this trust deed, grantor agrees: (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 affecting this deed or the lien or charge thereon; (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 thereof, in any matters or facts shall constitute conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon 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, less costs and expenses of operation and collection, and apply the same, net of any 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 aforesaid, shall not cure or waive any default 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 the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix 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 86.755.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at 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 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as then then be due had no default occurred, and thereby cure 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 the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact 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 law, (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 as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor 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 successor trustee appointed hereunder. Upon such appointment, and to any 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 beneficiary, 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 counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided 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.