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Vol7 2 Page 3327 1-0 -011 -011 DEED

THIS TRUST DEED, made this 10 day of 1982, between E. A. CAREY and BETTE CAREY, husband and wife , as Grantor,

KLAMATH COUNTY TITLE COMPANY. , as Trustee, and TAMRA V. RICKBEIL

WITNESSETH:

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

The East 15 feet of Lot 18 and all of Lots 19 and 20 and the West 17.5 feet of Lot 21 all in Block 13 of Mountain View Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, grimma, dan 1 kg rach exercic Oregon.

Assessments and charges of the City of Klamath Falls for monthly SUBJECT TO:

water and/or sewer service.

Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof, given by Trust Deed, including the terms and provisions thereof the terms are the provision of the terms and provisions the terms are the provision of the terms and provision of the terms are the terms are the terms and the terms are the terms Company, as trustee for First National Bank of Oregon, a corporation, dated October 14, 1976, recorded October 14, 1976 in Volume M76 page 16277, Moragage Records of Klamath County, Oregon, to secure payment of \$70,000.00 which Grantors assume and agree to pay

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becomes due and payable. In the event the within described propert sold, conveyed, assigned or alienated by the trustor, all obligations pressed therein, and at the option of the lolder thereof, upon duman The above described real property. It is is is in the control of the security of this trust is dend, granter agrees:

To protect the security of this trust is dend, granter agrees:

1. To protect, preserve and maintain said property. In ode condition and repair, not to remove or demolial property.

1. To protect preserve and maintain said property in good condition and repair, not to remove or demolial property.

1. To protect preserve and maintain said property in the demonstrated, damaged or not to commit or permit or restore promptly and in sood and workmanike mainter and play when due all dinances, significant of the trust of destroyed thereon, and pay when due all dinances, significant or control destroyed thereon, and pay when due all dinances, significant or control destroyed thereon, and pay when due all dinances, significant or control destroyed thereon, and pay when due all dinances, significant or control destroyed thereon, and pay when due all dinances, significant or control destroyed thereon, and pay when due all dinances, significant or control destroyed thereon and the significant years of the significant of the significant years o

try, or any part thereot, or ally instrument, irrespective of the maturity dates exsecured by this instrument, irrespective of the maturity dates exactly the secured by this instrument, irrespective of the maturity dates exactly the secured by this instrument of the maturity due and payable.

(a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any restriction thereon: (c) join in any grant of the property. The thereof; (d) reconvey, without warranty, and or the lien or charge subordination or other agreement; affecting the any part of the property. The thereof; (d) reconvey, without warranty, and payable, the property of the truthfulness thereof. Truste's lees for any of the story of the truthfulness thereof. Truste's lees for any of the secondary payable second in this paragraph shall be not less than \$5 services mentioned this paragraph shall be not less than \$5 services mentioned without regard to the adequacy and any at any time without notice, either in person, by agent or by a creater to be appointed by a court, and without regard to the adequacy and any arrany security for pointed by a court, and without regard to the adequacy and any part thereof, in its own and due and unpaid, and apply the same, its sustent and profits, including thouse and collection, including reasonable attorney's less upon any padebtedness secured hereby, and in such order as beneficiary may are part thereof, in the order as beneficiary may the property of the property of

surplus, if any; to the granter or to his successor in interest entitled to such surplus, if any; to the granter or to his successor in interest entitled to such surplus 16. For any reason primitted by law beneficing may from time to the surplus of the successor of successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without sourcessor to the successor trustee, the latter shall be made with all tile, powers and duties conferred upon any trustee herein and or appointed powers and duties conferred upon any trustee herein and by winted powers and duties conferred upon any trustee herein to this trust deed instrument excuted by beneficiary, containing element to this trust deed instrument excuted by herein the conferred upon the conferred upon the conferred of the county or counties in which the property is situated, Clerk or Recorder of the county or counties in which the property is situated, and the conferred caccepts 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 grante, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the truste's hereunder must be either an attarney, 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, affilialts, agents or branches, or the United States or any agency thereof.

The grantor covenants and appear 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 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, legarees, 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 teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year list above written. \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable a id the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and logulation by making sequired dictosures; 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, uso Stevens-Noss Form No. 1306, or equivalent. If compliance with the Act not equival, 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 ..... STATE OF OREGON. County of Klamath Personally appeared ..... 3/16 , 19 82 who, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the above named president and that the latter is the E: A. Carey and Bette secretary of..... and that the seal alfixed to the foregoing instrument is the corporation, of seid 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.

Before me: Cand scknowledged the for going instru-The fix voluntary act and deed. Into each great to be (OFFICIAL (OFFICIAL SEAL) 🔿 SEAL) Notary Public for Oregon Notary Public for Oregon My commission expires: My commission expires: 8-5-83 Biehn County Clerk Klamath number certify ಕ OF ot Evelyn book at 1:3. in book or as fii Record STAT LIT water and/or sewir terrice. Trust Deed, including the t स्वाहित के के प्रतिकृति के प्रतिकृति के प्रतिकृति के किल्ला के प्रतिकृति के किल्ला के प्रतिकृति के प्रतिकृति के antinga PROHEST FOR FULL RECONVEYANCE

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