TRUST DEED

A	 19.82,	Detwe
Aprii	 	·····

THIS TRUST DEED, made this29th.....day of Klamath County Title Trustee, and Nella I. Castro as Grantor, .

Motor Investment Company

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Westerly on Section line between Sections 19 and 30, Twp. 38 S. Range 9 E.W.M. and Northerly 830 feet parallel with Section line between Sections 19 and 20 of said Twp. and Range from corner commonon to Sections 19, 20, 29 and 30 Twp. 38 S. R. 9 E.W.M., thence Easterly and parallel with Section line between Sections 19 and 30 a distance of 363 feet to a point; thence Newtherly and parallel with Section line between Sections 19 and 30 a distance of 363 feet to a point; thence Northerly and parallel with Section line between Sections 19 and 20 a distance of 369 feet to a point; thence Westerly parallel to the 16th line and parallel with Section line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; thence Southerly and line between Sections 19 and 30 a distance of 363 feet to a point; the section line between Sections 19 and 30 a distance of 363 feet to a point; the section line between Sections 19 and 30 a distance of 363 feet to a point; the section line between Sections 19 and 30 a distance of 363 feet to a point; the section line between Sections 19 and 30 a distance of 363 feet to a point; the section line between line between line between line between line between l parallel with Section line between Sections 19 and 20 a distance of 369 feet to the place of beginning, containing approximately 3 acres more or less, and located in the SEASEA of Section 19, Twp. 38 S. Range 9 E.W.M. LESS the Northerly 45 feet thereof.

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. November 10 1983

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 frantor without first having obtained the written consent or approval of the beneficiary, or any payable. In the event the wind payable, therein, shall become immediately 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;

1. To protect, preserve and maintain said property in good condition
and repair; not to remove or denotish 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
destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property: if the beneficiary so requests, to
tions and restrictions allecting said property: if the beneficiary so requests, to
cial Code as the beneficiary may require and to pay for filing same in the
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
thing officers and continuously maintain insurance on the buildings

som and restrictions allecting said property: if the beneficiary or requires, to provide the financing statements pursuant to Uniform Commercial Code as beneficiary may require and to poly filing same in the civil Code as beneficiary may require and to poly filing as the property of the control of the civil code and the property of the code and the code

(a) consent to the making of any map or plat of said property; (b) min in any transing any exeminent or creating any restriction thereon, (c) min in any transing any exeminent or creating any restriction thereon, (c) min in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof. (d) reconvey, without watranty, all or any part of the property. The frame of any reconveyance may be described as the "preson or persons frames in any reconveyance may be described as the "preson or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the conclusive proof of the truthfulness thereof. Trustee's lees for any of the preson, by agent or by a receiver to be aptime 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 pointed by a court, and without regard to the adequacy of any security for pointed 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 the results of the property of the property, and the application or release thereof as aforesial, shall not cure of waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 hereby or in his performance of any agreement hereunder, the beneficiary may account to sums secured hereby immediately due and payable. In such and event the beneficiary at his election may proceed to foreclose this trust deed in equity and advertisement and sale. In the latter event beneficiary or the trustee half advertisement and sale. In the latter event beneficiary or the trustee half to sell the said secribed real property to satisfy the obligations secured to sell the said secribed real property to satisfy the obligations event thereby, whereupon the trustee shall lix the time and place of sale, give notice thereby, whereupon the trustee shall lix the time and place of sale, give notice thereby and the property of the said selection of the obligation and trustee the sale. It is a said to the said the property of the property

the default, in which event all loreclosure proceedings shall be dismissed by the default, in which event all loreclosure 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 eight in one parcel or interparate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable a the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to sold, but without any coverant or watranty, express or interpretable to the state of the parcel of the trustee shall be conclusive proof piled. The recitals in the deed of any matter of last shall be conclusive proof of the trusteurist street. Any person, ecluding the trustee, but including the grant of the parter of the state of the sale. The sale is 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, instance of the sale of th

surplus, it any, to the granter or to his successor in interest entitled to such surplus.

16. For any researn permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointment, and without successor trustee. The latter sheet and the vested with all title conveyance to the successor trustee, the latter sheet named or appointed powers and duties confetted upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written and title the steel of the conditions of the successor trustee. The successor trustee and the successor trustee and the successor trustee and the successor trustee. Trustee accepts this trust when this deed, duly executed and appointed to notify any party hereto of pending sale under any other deed trust or of any action or proceeding in which granter, 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 hareunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or sovings and loch association authorized to do business under the lows 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 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 tors, 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 first above written. + Mella I. Castro * 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-Noss 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 signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of ... STATE OF OREGON,/ County of Klampist, 19...... Personally appeared 1/22 ,19 8 who, each being first Personally appeared the above named duly sworn, did say that the former is the NEILA I CAITRO 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: ment to be worth deed to be to ment to be Before one:

(OFFICIAL Motary Public for Oregon (OFFICIAL Notary Public for Oregon 110 L My commission expires: 11/03/82 My commission expires: 10 k 3 C dee 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 bytyou under the same. Mail reconveyance and documents to DATED: , 19...... Beneticiary Do not less or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, County ofKlamath ss. TRUST DEED I certify that the within instru-BTEVENS NESS LAW PUB. CO., PORTLAND, ORE. ment was received for record on the 5...day of May 19 82, at 2:00...o'clock P. M., and recorded M. 92 Nella, I. Castro in book/reel/volume No. M 82 on page 5617 or as document/fee/file/ SPACE RESERVED Grantor FOR instrument/microfilm No. 11511 ..., Motor Investment Company RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. Evelyn Biehn County Clerk
Branch McCluve Deputy AFTER RECORDING RETURN TO Motor Investment Company PO Box 309

Fee/\$8-00

Klamath Falls, Ore. 97601-0355