STEVENS AND THE STEVENT SON TH Voi. Mo rugo 7226 THIS TRUST DEED, made this 28th day of May

Robert L. Webb and Alice K. Webb, husband and wife FORM No. 881—Oregon Trust Deed Series—TRUST DEED. 13643 12539 B.J. Matzen, City Attorney the City of Klamath Falls, a municipal corporation WITNESSETH:

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Klamath

County Oreson described as: Lot 500, Block 109, Mills Addition, in the City of Klamath Falls, Klamath as Beneficiary, Lot 500, Block 109, Mills Addition, in the City of Klamath Falls, Klam County, Oregon, according to the official plat thereof on file in the Office of the County Clark of Vlamath County Oregon office of the County Clerk of Klamath County, Oregon, free of all encumbrances except recornations restrictions of the county of orrice or the County Clerk of Klamath County, Oregon, Free of all encumbrances except reservations, restrictions, easements and rights-of-way of record and those apparent when the land of record and those apparent upon the land together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in connection of the tenements, hereditaments and appurtenances and all fixtures now or hereafter attached to or used in connection of the tenements, issues and profits thereof and all fixtures now or hereafter appertaining, and the rents, issues and profits thereof and affectment of grantor herein contained and payment of the tenest thereon with said real estate.

The thousand five hundred fifty—five and five hundred fifty—five and five hundred fire purposes thereon according to the terms of a promissory for the thousand five hundred fire pollars, with interest thereon according to the terms of a promissory for the terms of the terms of the tenements and appurtenances and all other rights thereof and all ot Ten thousand five hundred fifty-five and 53/100ths

Dollars, with interest thereon according to the terms of a promissory, the final payment of principal and interest hereof, if the date, stated above, on which the final installment of seed to be mot sooner paid, to be due and payable to be described property, or any part thereof, or any interest therein is sold, agreed by this instrument is the date, stated above, on which the therein is sold, agreed to be due and payable to the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed the written consent or approval of the debt secured by this instrument, irrespective of the maturity dates expressed therein, or any apable. In the event the without first having obtained the written consent or approval of the maturity dates expressed therein, all obligations secured by this instrument, irrespective of the maturity dates expressed then, at the beneficiary's option, all obligations secured by this instrument, imber or graing purposes.

To protect the security of this trust deed, grantor agrees:

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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 any consent to the making of any map or plat of said property; (c) join in any map or plat of said property; (d) join in any map or plat of said property; (e) join in any map or plat of said property; (e) join in any map or plat of said property; (e) join in any map or plat of said property; (e) plat of pl The date of maturity of the event further of the frantor of the corner due and payable. In all enabled by the frantor of the strain of the corner of the cor waive any delault or notice of delault hereunder or invalidate any act done ursuant to such notice.

12. Upon default by grantor in payment of any indebtedness may hereby or in his performance of any agreement hereunder or invalidate any act done and the such and t 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 the truste.

14. Otherwise, the sale shall be held on the date and as a supervise of the time to which said sale may the postoponed as provided by law. The trustee may sell said properly either postoponed as provided by law. The trustee may sell said properly either to the process of the time of sale or parcels and sable at the truste of the process of the trustee may sell said properly either to the process of the trustee that the process of the process of the trustee that the process of the process surplus. If any, to the granter or to his successor in interest entitled to such aurilus.

16. For any reason permitted by law beneticiary may from time to the successor of the ferrer of the trial court, arantor further agreements of the trial court, arantor further agreements as the heneficiary or frustress amounts as the heneficiary or frustress amounts as the heneficiary and further and a further and further trials to elects, to require that the area in excess of the amounts required right it is o elects, to require that the area in excess of the amounts required as compensation on each taking, which and attorney paid to reasonable costs, and attorney and to reasonable costs, and excess and attorney and incurred by grantor in such proceedings, shall be paid or interest he paid to the trial and appellate courts, and applied upon the such arceit of the such actions and execute such instruments and the balance applied upon the such arceits and execute such instruments as shall be necessary in the such archive and execute such instruments as shall be necessary in obtaining such countries and execute such archive and presentation, promptly upon beneficiary and from time to make and the further and the further and presentation, promptly upon beneficiary and from time to time and presentation of table and the further and presentation of the present (in case of tull reconveyances, for cancellation), respectively and present (in case of tull reconveyances, for cancellation), existence and present (in case of tull reconveyances, for cancellation), and the labelity of the liability of any person for the payment of the indebtedness, trustee the full benefits that the trustee hereument must be either of the labelity of any person for the payment of the labelity of th NOTE: The Trust Deed Act provides that the trustee of savings and loan association authorized to do by property of this stale, its subsidiaries, affiliates, age

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully 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) **INCHARGEMENT NOTICE OF THE PROPERTY OF THE PROPERT This deed applies to, inures to the benetit 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 leminine 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. Robert L Alice K. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (OR\$ 93,490) STATE OF OREGON, STATE OF OREGON, County of County of Klamath May 28 , 19 82 , 19_____ Personelly appeared the above named... Robert LO Webb and Alice K. Webb, Personally appeared husband and wife and their who, each being first duly sworn, did say that the former is the individual Property president and that the latter is the..... and acknowledged the toregoing instrua 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 ment to be their voluntary act and deed. Petore me:

Notary Public for Oregon (OFFICIAL. Before me: Notary Public for Oregon My commission expires: 03/10/86 (OFFICIAL My commission expires: SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid., 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: Beneticiary Do not lose or destray 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) STATE OF OREGON, STEVENS-NESS LAW PUB. CO., POR County of Klamath ss. I certify that the within instru-Robert L. Webb ment was received for record on the Alice K. Webb 9 day of June , 19 82, SPACE RESERVED

City of Klamath Falls, OR

Beneficiary

AFTER RECORDING RETURN TO B.J. Matzen, City Attorney

P.O. Box 237

Klamath Falls, OR 97601

FOR RECORDER'S USE

at 11:48 o'clock A M., and recorded in book/reel/volume No... M 82 on page...7.226.....or as document/fee/file/

instrument/microfilm No. 12539 Records of Mortgages of said County. Witnesse tay hand and seal of

County; attixed ...

velyn Bienn county Clerk By Byce Me There Deputy

Fee, \$8.00-7/15/82 re-recorded because of omission in notary portion of trust deed. STATE OF OCCION; COUNTY OF KLAMATH; ss.

Filed for record

Sis 12 day of July A.D. 1982 at o'doc! P M

duly recorded in Vol. M82, of Mtge on a 9061

Fee \$12.00

By Describe News