

19 82, between

as Beneficiary,

WITNESSETH:

as Beneficiary,

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

_____ Section 18, Township 39 South, Range 10 East of _____

A parcel of land situated in the NW $\frac{1}{4}$ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at the Northwest corner of said Section 18; thence South 0°01'10" West along the West line of said Section 18, a distance of 2132.47 feet; thence South 89°51'42" East a distance of 2034.90 feet; thence North 0°00'23" East a distance of 496.10 feet to the true point of beginning of this description; thence North 89°59'04" West a distance of 507.6 feet, more or less, to the Easterly line of a 60 foot roadway; thence along said Easterly line, and along the arc of a 400 foot radius curve to the right having a central angle of 20°00'00" a distance of 139.63 feet; thence South 89°55'23" East a distance of 576.41 feet to a point which bears South 0°00'23" West from the point of beginning; thence North 0°00'23" East a distance of 123.0 feet, more or less to the point of beginning.
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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOUR THOUSAND FOUR HUNDRED FIFTY-SIX and 63/100 Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, if

[illegible]

The date of maturity of the debt secured by this instrument shall be the date when the property described herein, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. In the event the property described herein, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or hereinafter expressed, shall become immediately due and payable.

The above described real property is not contained herein, Shari bint Ibrahim.

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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 demolish any building or improvement thereon; and not to commit or permit any waste or damage to be committed or done;
2. To restore or rebuild any building or improvement which may be destroyed, damaged or removed by fire, flood, war, riot, pestilence, earthquake, windstorm or other cause, in like manner as the building or improvement which was so destroyed, damaged or removed, and pay when due all laws, ordinances, regulations, covenants, conditions and restrictions which financing statements pursuant to the Uniform Commercial Code as amended, may require a beneficiary to pay for filing same in the public office or offices, as well as the cost of all lien searches made by proper public office or searching agencies as may be deemed desirable by the beneficiary;
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions which financing statements pursuant to the Uniform Commercial Code as amended, may require a beneficiary to pay for filing same in the public office or offices, as well as the cost of all lien searches made by proper public office or searching agencies as may be deemed desirable by the beneficiary;
4. To provide and continuously maintain insurance on the buildings and improvements owned by the beneficiary against loss or damage by fire, theft, explosion, flood, windstorm, hail, lightning, earthquake, war, riot, pestilence, and other causes, in such amounts and under such policies as shall be determined by the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in paragraphs 6 and 7 of this deed, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the payment of the obligation herein described, and all such payments shall be immediately due and payable with the same extent that the payments shall be immediately due and payable and without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable and render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

4. To pay all costs, fees and expenses of this trust including the costs of title search as well as the other costs and expenses of the trustee and attorney in connection with or in enforcing this obligation and trustee's attorney's fees actually incurred, in and defend any action or proceeding purporting to affect the title of any land owned by the beneficiary or trustee; and in any suit including the costs of title search as well as the other costs and expenses of the trustee and attorney in connection with or in enforcing this obligation and trustee's attorney's fees actually incurred.

[illegible]

It is mutually agreed that:

8. In the event that all or said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to select, to require that all or any portion of the monies payable under the right of eminent domain or condemnation, which are in excess of the amount previously paid or as compensation for such taking, expenses and attorney's fees paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, and the balance applied upon the indebtedness secured hereby; and grantor agrees at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation and to execute such instruments at beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without alliteration the liability of any person for the payment of the indebtedness, trustee may

[illegible]

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, take possession of said property and otherwise collect the indebtedness hereby secured, enter upon and collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including reasonable attorney's fees and expenses of operation and collection, including reasonable less costs and expenses of operation and collection, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the proceeds of sale of the proceeds of life and other

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.

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

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other 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.

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:

(b) 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.

WHEREFORE said grantor has hereunto set his hand the day, and year first above written.

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 then 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 signer of the above is a corporation,
use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath
July 23, 1982

Personally appeared the above named
[redacted] and ROXAN

Personally appeared the above named
DOUGLAS V. OSBORNE and ROXANNE B.
OSBORNE, husband and wife.

and acknowledged the foregoing instru-
their voluntary act and deed.

(OFFICIAL
SEAL)

Public for Oregon

My commission expires:

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19_____, and _____, who, each being first

duly sworn, did say that the former is the president and that the latter is the secretary of

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:

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

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)

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

Mr. & Mrs. Douglas V. Osborne

Grantor

Mr. & Mrs. Douglas E. Devereaux

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY INC.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.
the within instru-

I certify that the within instrument was received for record on the 23 day of July, 1982, at 11:37 o'clock A.M., and recorded in book/reel volume No. M.82 on page 9455 or as document/file/instrument/microfilm No. 13887. Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

County Clerk
Evelyn Biehn County Clerk
By Bye Ma Thun Deputy
Fee \$8.00