TRUST DEED

TOLMYL Page 9704

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-14	do #1	is		***************************************
. TUIC T	RIIST DEED, made "	is		, 19 82, between
Inisi	TONES			
TENEANE	M. JONES			, as Trustee, and WIFE as tenants
		COMP	ANY INC	
	mTm	TE INSURANCE COME	ALLE AND	WIFE as tenants
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- Grantos -	Critical Park	COPENCE R. OFFICER.	J X 2.41.41	WIFE AS LESS OF STREET
as Granies	- OPPELT AND	HOTMAN		
WILLLIAMs	2.*			
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as Beneficiary,

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

That portion of the NW\s\N\s\2 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described in legal description attached hereto and made a part hereof on Exhibit "A".

SHOULD ASSIGNMENT BE GRANTED BY THE BENEFICIARY HEREIN THEN AND IN THAT EVENT, THE INTEREST RATE OF THE NOTE WHICH THIS TRUST DEED SECURES SHALL INCREASE TO THE PREVAILING INSTITUTIONAL LENDER RATE AND MODIFICATION MUST BE IN WRITING , WITHOUT EXCEPTION

sold, conveyed, assigned or alienated by the grantor without lirst then at the beneficiary's option, all obligations secured by this institutent the beneficiary's option, all obligations secured by this institutent the beneficiary's option, all obligations secured by this institutent to the bowe destribed real property is not currently used for agriculture to the control of the security of this trust deed, grantor agrees:

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

1. To complete of the security of this trust deed, grantor agrees:

and reportion for envoye or demolish any barries and any approximation of the security of the secu

(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 thereof; (d) reconvey, without warranty, all or any part of the property. The thereof; any reconveyance may be described as the "person or persons grantee in any reconveyance may be described as the "person or persons the state of the text that there of any matters or facts shall legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph and taking possession of said property, the collection of such tents, issues and prolits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement her

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 all sums secured hereby immediately due and payable. In such and event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortgage or direct the trustee to topelose this trust deed by an event of the property of the property of the property of the property to satisfy the obligations secured to sell the said described real property to satisfy the obligations secured to sell the said described real property to satisfy the obligations secured to the property of the p

the manner provided in ORS 36.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by the 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 trively, the entire amount then due under the terms of the actual, incurred in other than the terms of the obligation and sustee's and attorney's less not endocring the terms of the obligation and sustee's and attorney is less not endocring the terms of the obligation and sustee's and attorney is less not endocring the terms of the obligation and sustee's and attorney is less not endocring the terms of the obligation and selection occurred, and thereby cure cipal as would not then be due had no selection occurred, and thereby cure default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be had to the trustee.

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 properly either in one parcel or in separate parcels and shall sell the parcel or parcels 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 that properly so look but without any covernat or warranty, express or interest to the granter of the purchaser its deed in form as the sale. The terital in the deed of any matters of last shall be conclusive proof plied. The recitals in the deed of any matters of last shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter 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 the expenses of sale, instances of the proceeds of sale in the sale proceeds of sale to payment of the trust deed, (3) to all person attorney, (2) to the obligation secured by the trust deed, (3) to all person having recorded liens subsequent to the interest the trustee in the trust deed as their interest amy appear in the order of their priority and (4) the supplus.

16. For any reason permitted by law beneficiary may from the part time trustee.

surplus, it 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 without conveyance to the successor trustee, the latter shall be vested with all title powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing electrone to this trust deed and its place of record, which, when recorder 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 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 Oregan State Bar, a bank, trust company or sovings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure title to real trust property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrow 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 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 terminine 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. Jeneane Jeneane M. (If the signer of the above is a corporation, use the form of acknowledgment apposite.) (ORS 93.490) STATE OF OREGON, County of ... STATE OF OREGON, County of Klamath Personally appeared ..... July 26 , 19 82 Personally appeared the above named .... duly sworn, did say that the former is the ... 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 ment to be. her voluntary act and deed. and deed. Before me: mary Low (OFFICIAL (OFFICIAL SEAL) Notary Public for Oregon Notary Public for Oregon SEAL) My commission expires: My commission expires: 11/16/84 **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: .... Reneficiary De not lose or destroy this Trust Dood OR THE NOTE which it secures. Both most be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, TRUST DEED Sounty of ...... (FORM No. 881) L certify that the within instrument was received for record on the JENEANE M. JONES ..... day of ...... in book/reel/volume No....on
page....or as document/fee/file/ SPACE RESERVED FOR instrument/microfilm No. ..... RECORDER'S USE Record of Mortgages of said County. WILLIAM S. OPPELT & Witness my hand and seal of FLORENCE R. OPPER diciary County affixed. Jeneane M. Jones TIJLE William S. Oppelt Rt. 3, Box 377 376 By .... Deputy

Klamath Falls, Ore., 97601

That portion of the NW\(\frac{1}{4}\)NW\(\frac{1}{4}\) of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning on the North right of way line of the Klamath Falls-Ashland Highway at a point from which the Northwest corner of said Section 33 38' West along the North right of way line of said Highway a distance of 160.7 feet, to the true point of beginning, which point of beginning is on the Easterly boundary of a parcel of land deeded to R. A. Jameson, to a page 581, Deed Records, Klamath County, Oregon; thence South 0° 21' West a distance of 190 feet; thence South 89° 39' West Falls-Ashland Highway; thence North 72° 38' West along said Highway, to

THE TOT TECORA	DUNTY OF KLAMATH; ss.
his 29 day of J	M 82, of Mtge on Page 9704
Fee \$12.00	EVELYN BIEHN County Cler: