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 QCS 495.555 to 696.555.

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surplus, it any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such 16. For any reason permitted by law beneficiary may from time to successor frustee successor or successors to any trustee named here in or to any successor frustee successor trustee, the latter shall be venet, and without powers and dutie successors trustee, the latter shall be venet or appointed hereunder. Each such some of the successor in the successor frustee by written and its place of record, which such appointment of the successor in the successor trustee of the successor frustee herein the successor in the latter of the successor frustee herein the successor in the and its place of record, which when recorded in the office of strust deed Clerk or Records of the county or counties in which the property is situated. 17. Trustee accepts this trust when this deed, duty executed and obligated to notify any public record as provided by law forther deed of shall be a party unless such action or proceeding is brought by trustee.

the grantor and beneliciary, 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 (1) the expenses of sale, in-cluding the compensation of trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of their priority and (4) the surplus, if any, to the grantor of to his successor in interest entitled to such such as the grantor of the successor in interest entitled to such

the detault, in which event all foreclosure proceedings shall be distinuised by 14. Otherwise, the sale shall be held on the date and at the time and place disignated in the notice of sale or the time to which said sale may in one parcel or in separate parcels and sall sail the parcel or parcels are shall deliver to the purchaser its deed in form as required by law proving plice. The recitals in the decide any matters of lact shall be conclusive proof of the protecty so sold, but without any covenant or warranty, express or im-plice. The recitals in the decide any matters of lact shall be conclusive proof the grantor and beneticiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein. trustee

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 event the beneficiary at his election may proceed to foreclose this trust deed advertisement and sale. In this election may proceed to foreclose this trust deed advertisement and sale. In this election may proceed to foreclose this trust deed advertisement and sale. In this election may proceed to foreclose this trust deed advertisement and sale. In this election may proceed to foreclose this trust deed advertisement and sale. In this election may proceed to foreclose this trust deed thereof as them required by law and proceed to foreclose this trust deed in thereby, whereupon the trustees in poperty to satisfy the obligations secured there default as be needed in to foreclose by advertisement and sale them alter default as the sentilicary or this successors no privileged by tively, the entire as any time prior to five days before the date set by the enforcing the terms is the sentilicary or his successors no privileged by tively, the entire appy to the beneficiary or his successors in interest, respec-obligation secured thereby (including costs and expenses actually incurred in cipal as would not a provided by law) other than auch control of the prive the default, in which event all loreclosure proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and the time terms of the sale shall be held on the date and at the time and the time.

Itural, timber or grazing purposes.
(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 diversely all or any part of the property. The frances in any reconveyant warranty, all or any part of the property. The legally entitled thereto, and the recital there not any matters or lacts shall be routed as the "person or persons be conclusive proof of the frances there of any maters of the set of the property. The legally entitled thereto," and the recital there not any matters or lacts shall set of the set of the set of the property of the set of the

STATE OF OPENER

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, as Trustee, and

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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 connec-tion with said real estate. tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of "Iwenty seven thousand One hundred forty one and 17/100-----

WITNESSETH:

Section 25 DATED: :4

TRUST DEED

Telitet Fright Thur gives a

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: WHORE REAL ALL DONNE SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORTED HEREIN.

Earle G. Milbradt and Ruth A. Milbradt, Husband and Wife

TRUST

Cramor,

ton Trust Deed

FORM No. 851-1--- Drego

as Beneficiary,

in

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as Grantor, Transamerica Title Ins. Co.

De not fore at desired this trans Doed CR THE 20012 which it pervises doin trust be defended to the nextee for a

38-24997 TRUST DEED Vermer THIS TRUST DEED, made this 1st \_\_\_\_\_\_\_ day of October \_\_\_\_\_\_082 Audie Soyland and Linda Soyland, Husband and Wife and John R. Miller and Ervin

The grantor covenants and egrees 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 except Mortgage with First Federal S & L and Contract in favor of Ernest Sessom and 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 ico, grantor's personal, family, household or agticultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural This ideed applies to, inurea to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-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 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 that 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 purchasics of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1306, or equivalent; if compliance with the Act Is not required, disregard this notice. & Soyland or a awaiing use sevens roun roo, roo, with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) Call Trorn a 5m110 RB. Ervin 11-2.10 R. Bickford STATE OF ORREDMA (ORS 93,490) County of San Diego STATE OF OREGON, County of. October 7, 19 82 . 19 Personally appeared the above named Audie Soyland and Urinda Soyland-----Personally appeared . and who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of ..... a corporation, and that the seal atlixed 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 deed. Before me: De (ORTAGE TSEAU VOLUTARY act and deed, TERPS SPRINGER Ter i Springer snewledgedethe loregoing instrunt to be FILEPERT PUBLIC - CALIFORNIA AL) SAN DJEGO COUNTY () Commission Expires May 31, 1985 California Mv Notary Public for Oregon TO TOTTELAT SPACE May Card Do ; 1985 (OFFICIAL My commission expires: SEAL) TERRI SPRINGER NOTARY PUBLIC - CALIFORNIA The states of the state of the Custor SAN DIEGO COUNTY My Commission Expires May 31, 1985 To be used only when obligations have been paid. -----CULGG ..., Trustee Louis Garo Cont. State 11 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Ine undersigned is the legal owner and nother of all indeptedness secured by the toregoing 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 trust deed neve been tuny pain and sanstient, to a nevery arctanected, on payment to you or any suns 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 logether with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the DATED: Beneficiary of lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m 124 TRUST DEED EFF FYHTD (FORM No. 881-1). STEVENS-NEES LAW PUB. CO. PORTLAND. ORC. STATE OF OREGON, O WAD I LITE BEFERRINCE THEOR COUNTY OF SS I certify that the within Instru-.....K.E.M.M.D. H.... Con D. Origen describ ment was received for record on the mining his gaster bu and only one conserves ·····, 19....., an Beneficiary. Grantor SPACE RESERVED to book/reel volume No......on Farie e. Hiloradi and south FOR page\_\_\_\_\_or as document/fee/file/ RECORDER'S USE instrument/microfilm No. Urantor. Record of Mortgages of said County. Ins. Co. Beneficiary Witness my hand and seal of THIS TELLS DEED WING I and Husband and County affixed. 12 the star TRE 10 .... NAME TITLE Ť . h.d. p SQEAR No. SET - Didney fruit Dead Same - reuse atto fu

EXHIBIT "A"

The following described real property in Klamath County, Oregon:

## PARCEL 1

Beginning at a point which lies on the Westerly right of way line of the Dalles-California Highway which lies North 89° 49' West a distance of 489.5 feet and South 6° 02' West along the Westerly right of way line of the Dalles-California Highway a distance of 1230.3 feet and North 89° 49' West a distance of 486.54 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 6° 02' West parallel to the Westerly right of way line of the Dalles-California Highway a distance of 90 feet to a point; thence North 89° 49' West parallel to the East-West quarter line a distance of 385.0 feet to a point which lies on the Easterly right of way line of the new Highway; thence in a Northwesterly direction following the Easterly right of way line of the New Highway a distance of 91.5 feet to a point; thence South 89° 49' East parallel to the East-West quarter line a distance of 403 feet more or less to the point of beginning, in the N2 of the SW2 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

PARCEL 2

Beginning at a point on the Westerly right of way line of the old Dalles-California Highway which lies North 89° 49' West a distance of 489.5 feet and South 6° 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 1320.3 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: Continuing South 6° 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 60.3 feet to a point; thence North 89° 49' West parallel to the East-West quarter line a distance of 844 feet to a point on the Easterly right of way line of the new Dalles-California Highway; thence in a Northwesterly direction along the Easterly right of way line at the new Dalles-California Highway a distance of 61 feet to a point; thence South 89° 49' East parallel to the East-West quarter line a distance of 871.54 feet more

of less to the point of beginning, in the Sw2 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON,

FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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named JOHN R. MILLER	het on this 14th day of October , 1982, y Public in and for said County and State, personally appeared the within
P(P) 61014	County and State, personally and 1982
mown to	dividual described in and who executed the within instrument and N TESTIMONY WHEREOF 1 have a secure of the secure
cknowledge the identical in	dipid
that he	described in and mit
出现 治 派上司	N TEcone the same freely and
	TESTIMONY WHEREOF I
	N TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
The state of the s	and the day and year last above method
A CONTRACTOR OF	Warlene Whiten.
	My Commission
: 2018년 1월 2018년 1월 1월 2019년 1월 2018년 1월 2	My Commission expires March 22 1985
	My Commission expires March 22, 1985

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## PARCEL 3

Beginning at a point on the Westerly right of way line of the Dalles-California Highway which lies North 89° 49' West a distance of 489.5 feet and South 6° 02' West along the Westerly right of way line of the Dalles-California Highway a distance of 1380.6 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: South 6° 02' West along the Westerly right of way line of the Dalles-California Highway a distance of 180 feet to a point; thence North 89° 49' West a distance of 786.54 feet to a point which lies on the Easterly right of way line of the new highway; thence in a Northwesterly direction following Easterly right of way line of the new highway a distance of 182.98 feet to a point; thence South 89° 49' East a distance of 844 feet more or less to a point of beginning, in the Sz of the SWz of Section 7, Township 38 South, Range 9 East of the Willamette Meridian,

EXCEPT THAT PORTION described as follows:

Beginning at a point in the SEZSWZ of Section 7, Township 38 South, beginning at a point in the SE43W4 of Section /, Township So South, Range 9 East of the Willamette Meridian, which is North 89° 49' West 489.5 feet to the Westerly right of way line of the old Dalles-California Highway; thence South 6° 02' West along said highway right of way line, a distance of 1,560.6 feet, and thence North 89° 49' West, 486.54 feet, from the center one-quarter corner of said Section 7, which point of beginning is the Southwest corner of a parcel of land described in a deed recorded in the Klamath County Deed Records, Volume 233 at page 170; thence North 89° 49' West 299.46 feet, more or less, to the Easterly right of way line of the new Dalles-California Highway; thence North 11° 37' West along said highway right of way line, distance of one (1) foot; thence North 85° 39' East 302.64 feet, to a distance of one (1) foot; thence North 85° 39' East 302.64 feet, to recorded in Klamath County Deed Records, Volume 233 at page 170; thence South 6° 02' West 25 feet to the point of beginning; being a portion of the SEXSW2 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

FORM No. 159 ACKNOWLEDGMENT BY ATTORNET	<u>AIN-FACI</u>
STATE OF OREGON,	588-10-10-10-10-10-10-10-10-10-10-10-10-10-
County of Klamath	day of October , 19 82 personally appeared
On this the 14th	day of day of and day of day of and and
JOHN MILLINER who, being duly sworn (or affir	day of <u>OCCODER</u> med), did say thathe is the attorney in fact for <u>ERVIN R. BICKFORD</u> and <u>and</u>
that he executed the foregoing edged said instrument to be the	Before me: Before me: Addination
COncal Se	W- Commission EXPLICE.
State of OREGON: COUNTY 1 hereby certify that t	OF KLAMATH: ss. Che within instrument was received and filed for record on the A.D., 1982 at 10:48 o'clock A M., and duly recorded in EVELYN BIEHN COMMY CLEAK
<u>    15 day</u> of <u>Oct</u>	A.D., 1982 at LUE COUNTY CLEAK
Vol <u>M 82 of Mtge</u>	on page 13767.
Fce \$ <u>16.00</u>	<u> </u>