

becomes due and payable. In the event this within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, then, at the beneficiary's option, all principal and interest shall be paid to the beneficiary.

FORM No. 881—Oregon Trust Deed Series—TRUST DEED.

STEVENSON LAW PUBLISHING CO., PORTLAND, OR. 97204

TN-1

18237

TRUST DEED

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THIS TRUST DEED, made this 30th day of November, 1982, between

JAMES C. DOWNS and LEANNA J. DOWNS, husband and wife,

as Grantor, Transamerica Title Insurance Company, as Trustee, and
LOUISE MILES,

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: A portion of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of

A portion of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, known as Tract H, more particularly described as follows:

Beginning at an iron pin on the East line of Tract No. 10 in DE WITT HOME TRACTS, which lies South 89° 44' West a distance of 1354.6 feet and South 680.3 feet and South 89° 22' West a distance of 30 feet and South a distance of 420 feet from the $\frac{1}{4}$ section corner common to Section 7, Township 39 South, Range 9 East of the Willamette Meridian, and Section 12, Township 39 South, Range 8 East of the Willamette Meridian and running thence South 89° 22' West a distance of 120 feet to an iron pin; thence South 60 feet to an iron pin; thence North 89° 22' East a distance of 120 feet to an iron pin on the East line of the above mentioned tract 10; thence North along the East line of Tract 10 a distance of 60 feet more or less to the point of beginning.



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 if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

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.

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.

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

November 30, 19 82

Personally appeared the above named

JAMES C. DOWNS and LEANNA J. DOWNS, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11-2-86

STATE OF OREGON, County of _____ ss.

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 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:

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires: _____

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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.

JAMES C. DOWNS

LEANNA J. DOWNS

Grantor

LOUISE MILES

Beneficiary

AFTER RECORDING RETURN TO

T/A-Marlene
1853A

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, County of Klamath ss.

I certify that the within instrument was received for record on the 10 day of Dec., 19 82, at 11:05 o'clock A.M., and recorded in book/reel/volume No. M82 on page 17530 or as document/fee/file/instrument/microfilm No. 18237, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Joyce McArthur Deputy

Fee \$12.00