TOYOT		K-35830	12001 5==5		
12%2T	7.1 (1)	11	the same	December	, 19. 82, between
THIS TRUST	DEED, made	this	aay or		
Nortell -					and wife

Rufus J. Brandon and Beatrice L. Brandon, husband and w Klamath County Title Company

Roy E. Allen and Opal L. Allen, husband and wife

as Beneficiary,

## WITNESSETH:

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

Lot 8 in Block 66 of Klamath Falls Forest Estates, Highway 66 Unit Plat No. 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 enterty.

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

the wall destructively the grown that we take their registre arrives the two to be a constructive and their

sold, conveyed, assigned or alienated by the grantor without list then, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction, and the property is not currently used for ogiculture to be a secured to the security of this trust deed, grantor agrees.

1. To protect, preserve and maintain said property in good condition und repair; not to commit or permit any water to said not not consider the property and the property and the property of the property

(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 france in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall legally entitled thereto, and the recitals therein of any matters or lacts shall legally entitled thereto, and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5. Upon any default by frantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any accurity for the indebitedness hereby secured, enter upon and take possession of said property or any part thereof, in its own names use or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the

ficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of tire and other insurance policies or compression or awards for any taking or damage of the insurance policies or compression or elease thereof as aforesaid, shall not cure or 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.

property, and the application or release thereof as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

12. Upon delault 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 the secure and sums secured hereby immediately due and payable, the secure and sums secured hereby immediately due and payable. In the latter event the beneficiary of the secure and cause to be recorded his written notice of derivations of the said described real property to satisfy the distribution of sell the said described real property to satisfy the said described hereby law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 88.795.

13. Should the beneficiary elect to foreclose by advertisement and sale them after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person in interest, respectively, the entire amount then due under the terms of the default and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustees the trust deed and the inclining secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustees and attorney's less not exceeding the amounts provided by law) obtained attorney's less not exceeding the amounts provided by law obtained and attorney's less not exceeding the amounts provided by law obtained and attorney's less not exceeding the amounts provided by law obtained the said paperty either 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 my sell said property either in one parcel or in separate parcels and shall sell the parcel or p

surplus, it any, to the granter of to ms 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 appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitutionshall be made by written hereunder. Each such appointment and substitutionshall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in the office of the County and lies 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 party hereto of pending sale under any other deed of 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.

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.

m	loan represented by the above described note and this trust deed are: cousehold or agricultural purposes (see Important Notice below), a natural person) are for business or commercial purposes other than agricultural binds of the country of the c		
contract secured hereby, whether or not named as a be- masculine gender includes the feminine and the neutron	The term beneficiary shall mean the holder and owner, including pledgee, of the term beneficiary shall mean the holder and owner, including pledgee, of the term beneficiary herein. In construing this deed and when		
IN WITNESS WHEREOF, said granter	has been all number includes the plural.		
* IMPORTANT NOTICE: Delete, by lining out, whichever warn not applicable; if warranty (a) is applicable and the benefit as such word is defined in the Truth-in-lending Act and	has hereunto set his hand the day and year first above written.		
beneficiary Much and in the Truth-in-Lending Act and	Parulation Rill Fire T Day		
the purchase of a purpose, if this instrument is to be a Fig.	True required POTALA PR		
the purchase of a dwelling, use Stevens-Ness Form No. 130 of a dwelling use Stevens-Ness Form No. 130 of a dwelling use Stevens-Ness Form No. 1306, not to find with the Act is not required, disregard this notice.			
(If the signer of the above is a corporation, use the form of acknowledgment apposite.)			
STATE OF OREGON,			
County of Klamath ss	STATE OF OREGON, County of) ss.		
December /0 ,19 82			
Personally appeared the above named	Personally appeared and		
Ruffus J. Brandon and	duly sworn, did say that the former is the		
Charle Ho	secretary of		
8 11 7 7 2	a corporation and it		
and deknowledged the foregoing instru-	corporate seal of said corporation and that the instrument is the sealed in behalf of said corporation and that the instrument was signed and and each of them acknowledged said instrument to be being and deed.		
onent to be tale 13 voluntary act and deed.	and deed. Them acknowledged said instrument to be its voluntered		
(OFFICIAL SEAL)	Before me:		
Notary Public for Oregon			
My commission expires: 8-27-83	Notary Public for Oregon (OFFICIAL		
The OF The Continue of the Con	My commission expires: (OFFICIAL SEAL)		
To be used on  TO:  The undersigned is the legal owner and holder of all i  trust deed have been fully paid and satisfied. You hereby as	of FOR FULL RECONVEYANCE  The when obligations have been pold.  Trustee  Indebtedness secured by the foregoing trust deed. All sums secured by said the directed, on payment to you of any sums owing to you under the terms of the cost of indebtedness secured by said trust deed (which are delivered to you warranty, to the parties designated by the terms of said trust deed the and documents to		
DATED:			
The second section of the state of the second secon	Programme Commence of the Comm		
	Beneficiary		
Do not lose or destroy this Trust Doed OR THE NOTE which it secures.	Both must be delivered to the trustee for cancellation before reconveyance will be made.		
	tusive for cancellation before reconveyance will be made.		
TRUST DEED	TO THE RESERVE TO THE		
FORM NA SELL PLANTS OF STATE O	Deriver and the second of the		
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	STATE OF OREGON,		
	County of Klamath ss.		
A James Commence of the Commen	I certify that the within instru-		
CARRY AND RESIDENCE AND AND AND THE RESIDENCE			
Grantor SP/	ACE RESERVED		
849			
The state of the s	page 17555 or as document/fee/file/instrument/microfilm No.18251		
(Beneficiary ( March 1)	Record of Mortgages of said County		
AFTER RECORDING RETURN TO	Witness my hand and		
Roy Allen Rt. 2, Bot 133	County affixed.		
Bonanza, ÓR 97623	Evelyn Biehn County Clerk		
1 1888   1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	By Dyce M. Duce Deput		