MTC 11630-L voi M82 Page 1772 Vol. 182 Poge 12877 881-1—Oregon Trust Deed Series—TRUST DEED (No restriction on assignment). FORM NO 18359 TRUST DEED TN-I THIS TRUST DEED, made this _______ 15924 -----Leonard F. Barkee and Lawana P. Barkee, Husband and Wife as Trustee, and as Grantor, MOUNTAIN TITLE COMPANY Henry Curtis Spicer and Elsie Jeanne Spicer, Husband and Wife and Charles H. Spicer Henry Curtis Spicer and Eisle Jeanne Spicer, Husband and Wile and Charles H. Spi as Beneficiary, 6 not as tenants in common but with the right of survivorship. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: in All that portion of Government Lot 3, lying East of Highway 97 in Section 10, Township 36, South, Range 7 East of the Willamette Meridian, Klamath County, Oregon ** THIS TRUST DEED IS BEING RERECORDED TO CORRECT THE NAME OF THE BENEFICIARY. 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 tixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SINTEFN' THOUSAND AND NO/100-Sum of SIXTEEN' THOUSAND AND NO/100----indl, timber or grazing purposes.
(a) consent to the making ol any map or plat of said property; (b) join in any training any easement or creating any restriction thereon; (c) join in any training any easement of creating this deed or the lien or charge function of other extended that there on the lien or charge provide the same of the lien or charge provide the same of the lien or charge provide the same of the lien or charge provide the lien or charge provide the lien or other extended that there on any to the person or person or person or person or part of the property. The same person or person of a person person or person person or part thereol, is such and prove thereon or person or person person or person or person or person person or person or person person of a person person person person person person person person or person person person of person t The above described real property is not currently used for agricul To protect the security of this trust deed, frantor affrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or denoish any building or improvement thereonic to commit or permit any estate of said property in good and workmanike 2. To complete improvement which may be constructed, damaged or manner any building and pay when due all costs increated lations, covenants, condi-destroyed thereon, and pay when due all costs increated lations, covenants, condi-tions and restrictions altecting said property it suant to the Uniform Commer-cial Code as the beneficiary may require and to pay for filing same insertes made proper public offices or searching agencies as may be deemed desirable by the by filing officers or searching agencies as may be deemed desirable by the beneficary. The comply field have, ordinances, the seneliciary so reductions.
 3. To comply discing said property arrunant to the Uniting arches made in a contracting seneration of the seneration of the seneration of the contracting seneration of the 2 () E () 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 adverte the beneficiary af his election may proceed to foreclose this trust deed or diverte the beneficiary af his election may proceed to foreclose this trust deed advertisement and safe or direct the trustee to foreclose this trust deed his evident and as to be been and proceed to foreclose this trust deed of the said descent and and proceed to foreclose this trust deed in equity as a mortgate for the latter event the beneficiary or the this election accurate and cause to be recorded his written to satisfy the obligations secured to sell the said descent and proceed to foreclose this trust deed in thereod as then required by law and proceed to foreclose this trust deed in thereod as then required by law and proceeds to foreclose the strust deed in thereod as then required by law and proceeds to the trust deed in thereod as then required by here the frant or of the person so privileged by then alter default at any time prior to five days before the date set by then alter default at any time prior to five days advertisement and sale ORS 86.760, may pay to the boneliciary or his successors in interest, required the entire amount thenduding costs and expense actually incurred investing the terms of the due had no default actured, and there obligation secured thereby (bibligation and trustee's and attorney's tees not ex-obligate the terms of the due had no default actured and the even as would not then be due had no default actured and the event in default, in which event all foreclosure proceedings shall be dismissed by the default, in which event all foreclosure proceedings shall be dismissed by the trustee. ____ EC 28. the detault, 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 in one parcel or in separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying be property so sold, but without any coveral test shall be conclusive proof be the truthfulness thereof. Any person, excluding the trustee, but including the truthfulness thereof, 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 expense of sale, in the strustee sells pursuant to the powers provided herein, trustee shall apply the process of the trustee and a trastonable charge by trustees altoring, (2) to the obligation secured by the trust deed, (3) to all perions attorny, (2) to the obligation secured by the trust deed, (3) to all perions attorny, the interests may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus. 16. For any payment armited her law hendiciery may from time trust 16. For any payment appear in the material apply to may be appear attorny. 16. For any reason permitted by law beneficiary may point a survey or surveysors to any trustee named he point a survey of hereinfer. Upon such appointment and the surveysor trustee, the latter shall be vested and duties conferred upon any trustee herein pained were back back instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded inch the office of the County Clerk or Recorder of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 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 notily any party hereto of pending sale under any environd 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 attoiney, 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 do business under the laws of Oregon or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

W.S.

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The territor	-,- ,- ,- ,- ,- ,- ,- ,- ,- ,- ,- ,- ,-		
The grantor covenants and agrees to and t fully seized in fee simple of said described real pr	operty and has a valid, u	ose claiming under him, the nencumbered title thereto	nt he is law-
ne al la construcción de la constru La construcción de la construcción Participante de la construcción de			
and that he will warrant and forever defend the	same against all persons w	vhomsoever.	
			-
The grantor warrants that the proceeds of the loar	represented by the above desc	cribed note and this trust deed a	re:
 (a)* primarily for grantor's personal, family, hous (b) for an organization, or foven il grantor is a n purposes. 	hold or advicultural ourpores	Canal Research and Mr. M.	
This deed applies to, inures to the benefit of and tors, personal representatives, successors and assigns. The	binds all parties hereto, their	heirs, legatees, devisees, adminis	trators, execu-
contract secured hereby, whether or not named as a benefit masculine gender includes the feminine and the neuter, a	ciary herein. In construing this	deed and whenever the context s	o requires, the
IN WITNESS WHEREOF, said grantor h		\sim	written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warran	y (a) or (b) is	nerd V. Karles	0
not applicable; if warranty (a) is applicable and the beneficiar as such word is defined in the Truth-in-Lending Act and Reg peneficiary MUST comply with the Act and Regulation by m	vigtion Z, the	mard F. Barkee	<u> </u>
lisclosures; for this purpose, if this instrument is to be a FIRST he purchase of a dwelling, use Stevens-Ness Form No. 1305	len to finance or equivalent:	2 0 0 -	
f this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent.	the purchase	ana P. Barkee	
with the Act is not required, disregard this notice, If the signer of the abave is a corporation,	Tra w	ana I. Daixee	
se the form of acknowledgment opposite.) (ORS TATE OF OREGON,)	93.490]		a norra and a
		nty of) ss.
County of Klamath }ss. September 27 274, 19 82		· · · · · · · · · · · · · · · · · · ·	
Personally, appeared the above named Leonard F. Barkee and		former is the	
Lawana P. Barkee	president and that the latte	er is the	
	secretary of		
	corporate seal of said corpor	seal affixed to the foregoing inst ration and that the instrument w	as signed and
ent to be their voluntary act and deed.	sealed in behalf of said corp and each of them acknowle and deed.	poration by authority of its board adged said instrument to be its	i of directors; voluntary act
DEFICIAL	Before me:		
EAL) Notary Fublic for Oregon	Natara Bublic for Order		
My commission expires: 7/17/50-	Notary Public for Oregon My commission expires:		(OFFICIAL SEAL)
REQUE	ST FOR FULL RECONVEYANCE		
To be used a standard standard Standard standard stand Standard standard stan	ily when obligations have been paid.		
ro:			
The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby a	indebtedness secured by the id re directed, on payment to you	oregoing trust deed. All sums se	cured by said
aid trust deed or pursuant to statute, to cancel all evide erewith together with said trust deed) and to reconvey, wit	nces of indebtedness secured by	said trust deed (which are dei	ivered to you
state now held by you under the same. Mail reconveyance			and deed the
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Do not loze or destroy this Trust Dood OR THE NOTE which it secur	s. Both must be delivered to the trustee	for concellation before reconveyonce will	be made.
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TRUST DEED			
(FORM No. 881-1)	4	STATE OF OREGON, County of Klamat	\mathbf{h} ss.
STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.		I certify that the wi	thin instru-
Santa preparativa de la construcción		ment was received for rec 28 day of Sept	II
		at 3:14 o'clock P M., a	- 11
Grantor		in book/reel/volume NoN page1,2877:or as docume	
	RECORDER'S USE	instrument/microfilm No.	15924 .
n an	1	Record of Mortgages, of sa Witness my hand a	11
Beneliciary AFTER RECORDING RETURN TO	NDEXED	County affixed.	
$ x + x ^{2} = x ^{2} + x ^{2}$	CLL I	Evelyn Bighn Count	y Clerk
MOUNTAIN TITLE COMPANY		By un Millin	Deputy
TATE OF ORECON; COUNTY OF KLAMATH;	¥	ee \$8:00	
hereby certify that the within ins		d and filed for reco	ord on the
			_
<u>_]),</u> day of <u></u> A.D., 19 <u>8</u>	2_at <u>11:30</u> o'clo	ck A.M., and duly	recorded 1
ol_M82_, of_Mtgeon pag	e <u>17731</u> .	EVELYN DIEHN) I CØDNTY CLERK	
ec \$ 8.00	RULIN	. M. Sum	utv
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