	v 35463	ATEVENS HESSE	PUBLISRING CONTENT
FORM No. 801-Oregon Trust Deed Series-TRUST DEED.	<u> </u>		Page 2616
1N-1 20620	TRUST DEED		
THIS TRUST DEED, made this		February	19 between
THIS TRUST DEED, made this	18th day of		
KEITH I	MC CLUNG	NV	as Trustee, and
KEITH H as Grantor, Robert D. F	301V1n, ALLOINE	<u>.</u>	
as Graner,	An Orogon Banki	ing Corporation	
as Grantor,	An oregon part		
as Beneficiary,	WITNESSETH	l:	t t the property
as Beneticiary, Grantor irrevocably grants, bargain	s sells and conveys to	trustee in trust, with	power of sale, the property
Grantor irrevocably grants, bargain Klamath County in Of Tract 32 of Ent A portion of Tract 32 of Ent	Oregon described as	. more particul	arly described as
A portion of Tract 32 of Ent follows: BEGINNING at a poi	erprise fiaces	h line of Shast	a Way which bears
follows: BEGINNING at a pol	of 556.85 fee	t from the Nort	heast corner of
A portion of Tract 32 of Ene follows: BEGINNING at a poi South 89°54' West a distance	none: East, at	right angles t	o Snasta nari -
said Tract 32; thence bear	noint thence	South 89 54 nc	bound-
distance of 150.0 feed of 11	10.5 feet to a	point on the be	ng said Southeasterly
distance of 150.0 feet to a Shasta Way, a distance of 11 ary line of Avalon Street; to distance of the street of t	thence North 30	038%' East, all	e Northerly along
Shasta Way, a distance of is ary line of Avalon Street; t	of 69.9 feet to	a point; then	15°16' East a dis-

boundary line, a distance of 09.9 feet to a point, then de North 15°16' East a dis-the arc of a curve having a long chord which bears North 15°16' East a dis-tance of 96.68 feet to the South line of Shasta Way; thence North 89° 54' East, along the South line of Shasta Way, a distance of 50 feet, more or less to the point of 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.

now or nereatter appertaining, and the rents, issues and protits thereot and all tixtures now or hereatter 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 sum of Fifty Three Thousand Five Hundred dollars and no/100----

(\$53,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable <u>April</u>, 19.93. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the 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 or approval of the beneficiary's sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The obove described real property is not currently used for ogricultural, timber or grazing purposes.

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(a) consent to the making of any map or plat of said property; (b) join in granting any estement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or harde subordination or other agreement allecting this deed or the lien or harde thereol; (d) reconveyance may be described as the "proon or perconveyance may be described as the "proon or perconveyance may be described as the "lies or last shall be conclusive or lies and this paragraph shall be not less than 35.
10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver the appointed by a source by secured, enter upon and take possession of said property, is use and pridictedness accured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the foolleding law or compensation or avaids for any taking or damage of the property, and the application or releas thereoid as lary staing or damage of the property, and the application or release thereoid as lary bails interased to the abreak of the and order as beneficiary may delault by grantor in payment of any land and application or release thereoid as lary staing or damage of the property, and the application or release thereoid as lary staing or damage of the property, and the application or release thereoid as a lary staing or damage of the property, and the application or release thereoid as aloressid, shall not cure with any indebtedness secured hereony and the any payment of any payment of any property.

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 indubtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all summary at his election may proceed to forect the trust deed event the beneficiary at his election may proceed to forect the trust deed advertisement answer the trustee to forectore this trust deed secution and sume to be recorded his written notice of delault and his election to sub, whereupon the trustee shall lis the time and place of sale, give notice thered is then recorded in Weith of the beneficiary of the said described real property to satisfy the obligations secured to sub, whereupon the trustee shall lis the time and place of sale, give notice thered as then required by law and proceed to forectose this trust deed in the nature default at any time prior to live days before the detault and sale for sole the trustees sale, the grantor or other person so privileged by the of the trustees is the grantor or other person so privileged by first, the entire amount then due under the terms and the trust deed and the endorcing the terms of the obligation such portion of the person solidation secured thereby (including costs and easier and atheres) should not then beneficiary or the two soles and thereby cure the delault, in which event all foreclosure proceeding shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place distant default at the sale shall be held on the date and at the time and place thereby cure

the delault, in which event all loreclosure 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 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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at suction 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 shall deliver to sold, but without any covenant or warranty, express cr in the profit. The trustee shall sell be conclusive proof plied. The truthulness thereoil. Any person, excluding the trustee, but including the grant 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 (1) the expense of sale, ine-stiding tree delivers may appear in the order of their priority and (4) the surplus. 16. For any reason permitted by law beneficiary may the

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason premitted by law beneficiary may from time to time appoint a successor to any trustee named herein or to any successor trustee appointed because for such appointment, and without conversant trustee appointed because for such appointment, and without powership appointed because the latter shall be varied or appointed powership and duties conferred upon any trustee herein the ment of all thir-powership to the successor trustee, the latter shall be readed by written powership to the successor trustee, the latter shall be readed by written powership to the control on any trustee herein the trust dered instrument executed by beneficiary, containing in the olitics of the County Clerk or Recorder of the county or counties which the property is situated, shall be conclusive prool of proper appointment of the successor trustee and obligated to notify any party hereto of pending sale up here in or other dered and first 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 hersunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan associatie— authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsic aries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

2617 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully 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) phmathy for grantor's personal, tamity, household or agricultural purposes (see Important Nothe 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, 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 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. RETANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is plicable; if warranty (a) is applicable and the beneficiary is a creditor plicable; if warranty (a) is applicable and the beneficiary is a creditor plicable; if warranty (a) is applicable and the beneficiary is a creditor plicable; if warranty (a) is applicable and the beneficiary is a creditor plicable; if warranty (a) is applicable and the beneficiary is a creditor Relth E. McClung * 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.)) ss. STATE OF OREGON, County of ... STATE OF OREGON, , 19.) ss. County ofKlamath County of Klamath) February 18, 19,83. and Personally appeared who, each being first Personally appeared the above named duly sworn, did say that the former is the Keith E. McClung 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 Dept to be DAS voluntary act and deed. OFFICIAL JACT HU MOME SEAL) SUBLY TODIC for Oregon My contains of the Star 1/8: Before me: (OFFICIAL Notary Public for Oregon SEAL) My commission expires: ELE DE DIN Thing OF Unit 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 TO: 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 Beneliciary not 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 STATE OF OREGON, TATE OF OREGON, County of Klamath TRUST DEED (FORM No. 881) I certify that the within instrument was received for record on the 18 day of Feb. 19 8,3 all:26 o'clock A. M., and recorded in book reel volume No. M83 on SPACE RESERVED page 2616 or as document/fee/file/ Grantot FOR instrument/microfilm No. 20620 ., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. Evelyn Biehn County Clerk AFTER RECORDING RETURN TO by a Mu demorputy Western Bank NAME P.O. Box 1720 Coos Bay, OR 97420 Rù Fée \$8.00 Att: M. Sickels