

~~1983~~ between

Day of

~~1983~~ between

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys
in Klamath County, Oregon, described as:

Parcel 1: The W 1/2 of the SW 1/4 of the SW 1/4 of Section 17,
Township 35 South, Range 11 East of the Willamette Meridian,
Klamath County, Oregon

Parcel 1: The W 1/2 of the NW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

Parcel 2: The W 1/2 of the NW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

County, _____

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 estate.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein, contained and payment of the sum of ONE THOUSAND SIX HUNDRED TWELVE AND 75/100 Dollars with interest thereon according to the terms of a promissory note of principal and interest hereof, in

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR TOGETHER WITH ALL AND SINGULAR (THE) INDEBTEDNESS OF GRANTOR NOW OR HEREAFTER APPERTAINING, AND THE RENTS, ISSUES AND PROCEEDS THEREON, THE GRANTOR HAS GRANTED, SELLING, CONVEYED, TRANSFERRED, AND WILL SELL, CONVEY, TRANSFER, AND TRANSFER, WITH SAID REAL ESTATE.

sum of FOUR THOUSAND SIX HUNDRED TWELVE AND 75/100 Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, if

beneficiary or order and made by grantor, 1993

which the final installment of said note was sold, agreed to be

sum of ----- Dollars, with interest, the final payment of which shall be made on or before the date of maturity of said note.

note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note

to be due and payable April 1, 1936, on which the final installment of said note

is secured by this instrument is the date, stated above, on which the final installment of said note

part thereof, or any interest therein is sold, agreed to be

the written consent or approval of the beneficiary.

dates expressed therein, or

The date of maturity of the debt secured by this instrument is the date, stated above, or any interest therein is so stated, or if no date of maturity is stated, then it shall be due and payable on demand.

The date of maturity of the debt is the date when the debt becomes due and payable. In the event the within described property is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, the maturity of the debt shall be the date when the property is sold, conveyed, assigned or alienated by the grantor, irrespective of the maturity of the debt.

The above described real property is not currently used for agricultural, timber or grazing purposes. The grantor agrees:

The above described real property is hereby conveyed unto the grantee herein, subject to the following conditions:

To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain said property in good condition
2. To remove or demolish any building or improvement thereon;
3. To keep said property in good and workmanlike condition;

[illegible][illegible][illegible]

4. To provide and continuously maintain insurance on the life of the insured, to be paid to the beneficiary, in the event of the death of the insured, by filing officers or searching agents, and to pay the proceeds of such insurance to the beneficiary.

[illegible][illegible][illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against any and all property owned or controlled by the mortgagor, the mortgagor shall deliver receipts therefor to the mortgagee.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

16. For any reason permitted by law hereinafter amended, if any trustee named herein time appoint a successor or successors to any trustee appointed hereunder, upon such appointment, the successor trustee appointed hereunder shall be vested with the same powers and authority as the trustee herein named and his or her duties and obligations shall be the same as those of the trustee herein named.

8. In the event that any portion or all of said property shall have fee simple interest therein, the trustee appointed herein shall have the power and authority to sell, lease, convey or otherwise dispose of the same, and to execute and deliver all such instruments as may be necessary or proper to carry out the purposes of this trust, and to execute and deliver all such instruments as may be necessary or proper to carry out the purposes of this trust, and to execute and deliver all such instruments as may be necessary or proper to carry out the purposes of this trust.

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of all reconveyances, for cancellation), without affecting liability, payment of all full reconveyances, for cancellation), without affecting

Good Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a person licensed under ORS 97A00600, to do business under the laws of Oregon or the United States, a life insurance company authorized to do business in the United States or any agency thereof, or an escrow agent licensed under ORS 97A00600.

NOTE: The Trust Deed Act provides that the trustee hereon under the laws of the State of California or savings and loan association authorized to do business under the laws of the United States or any agency or property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency.

or saving
property of this state, its

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).

[illegible]

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.

(Individual)

STATE OF CALIFORNIA

COUNTY OF Sacramento } ss.

On April 2, 1983

On April 2, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Williams and Terrie S Williams
*proved to me on the basis of _____.

~~satisfactory evidence~~

to be the person S whose name S subscribed
to the within instrument and acknowledged that he/she
executed the same.

WITNESS my hand and official seal.

Signature

Cindy Sloan Deemard



) ss.

and
being first



ment is the
signed and
' directors:
untary act

OFFICIAL
SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: MURKINER STOLL, JR., 10000 LINDEN BLVD., SUITE 100, FORT LAUDERDALE, FLORIDA 33309, 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.

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

James P. Lopes
RT 2 Box 194BB
Oakley, Ca. 94561

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 15th day of April 1983, at 8:32 o'clock A.M., and recorded in Book No. 983 on page 5714 or as document fee file instrument/microfilm No. 22472. Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk

By Deputy Deputy