5246 FORM No. 881—Oregon Trust Dood Series—TRUST DEED. 23686 TRUST DEED 7818 Vol.<u>M83</u> Page HAROLD E. BROWN as Grantor, ....Charter Escrow Service, ...Inc... STEVEN E. MCGHEHEY, INC. ....., as Trustee, and ----as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property The SW ½ of SW ½ of SE ½ of Section 32, Township 35 South, Range 13 East of the Willamette Meridian ALSO a non-exclusive roadway easement for ingress and egress 30 feet in width abutting the East and South sides of the following described line: Beginning at the Southwest corner of Section 33, Township 35 South, Kange 13 East of the Willamette Meridian, and running thence North on the West line of said Section 33, to the Northwest corner of the South half of the Northwest quarter of said Section 33; thence East along the North line of the South half of the North half of the North half of said Section 33 to the Southwest corner of the North half of the Northeast quarter of the Northeast quarter of said Section 33; thence North along the West line of said North half of the Northeast quarter of the Northeast quarter to the existing public road along the North line of said Section 33, all located in Klamath County, Oregon. and and argue inousand and notioning and a note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon: 2. To complete or restore promptly and in good and workmanike manner any building or maintain said property. 3. To complete or restore promptly and in good and workmanike destroyed thereon, and pay when due all costs incurred therefor; 5. To complete any maintain said property. 5. To complete any maintain and pay when the second therefor; 5. To complete any said property; if the beneficiary so requests, to 6. Cost of the second statements pursuant to the Unitor Commer-proper public offices, as well as the cost of c'i lien sacches made by liting officers or searching agencies as may be deemed. desirable by the by liting officers and continutually maintering the second of the second 4. To provide and continutually maintering the second of the second 4. To provide and continutually maintering the second of the second 5. To provide and continutually maintering the second of the second of the second of the second 5. The second of the Itural, timber or grazing purposes.
(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) ioin on any subordination or other agreement allecting this deed or the lien or charge frantee in any recovery, without warranty, all or any part of the property. The begin of the truthulness thereon. Trustee's less for any of the truthulness thereon. Trustee's less for any of the source, either in person, by agent or by a source of the property of the source of the truthulness thereon. Trustee's less for any of the source of the truthulness thereon. Trustee's less for any of the source of the truthulness thereon. Trustee's less for any of the source of the truthulness thereon. Trustee's less for any of the part of the source of the truthulness thereon. The source of the source of the truthulness thereon of the source of the source of the truthulness thereon of the source of the Jons and restrictions allocing said property: it the Obeneticity So Refusion we cial Code as the beneticity are require and to pay for filing same in the proper public ollice or ollice, as requires and to pay for filing same in the proper public ollice or ollice, as requires and to pay for filing same in the property in the same period same constrained by filing ollices, or searching advencing as the cost of c' lien searches made by filing same in the same period.
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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 p operty of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 606 505 to 666.585.

surplus, if any, to the grantor or to his 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 manuel herein or to any successor trustee appointed hereinder. Upon such amined herein or to any successor trustee appointed hereinder. Upon such amined herein or to any successor trustee appointed hereinder. Upon such amined herein or to any successor trustee appointed hereinder. Upon such amined by with all title powers and during appointment and substitution shall be indee by written hereinder. Each successor drustee, the latter shall be indee by written instrument executed appointment and substitution shall be identify the County shall be conclusive proof out which, when recorded in the otice hit frust deed Clerk or Recorder of the owner or counties in which the property is situated. 17. Trustee accept this trust when this deed, duly rescuted and obligated to motify and a public record as provided by lawy trustee and obligated to motify any party hereto of pending sale under any other deed of shall be a party unless such action or proceeding is brought by trustee.

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together with all and singular the tenements, herediterests and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, irstes and profits thereof and all fixtures now or hereafter attached to or used in connec-

with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the tion with said real estate. 

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it

where paid, to be due and payable the matching of the date is the date, stated above, on which the final installment of said note the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note the date of the date 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 sold, conveyed, assigned or allenated by the grantor without first naving 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 beneficiary is optioned and expressed therein.

The above described rect property is not currently used for agricultural, timber or grazing purposes. herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees To protect, preserve and maintain said property in god condition and repair; not to remove or demolish any building or improvement thereon; not to commit or primit any waste of said property. In good condition 2. To building or improvement which may be constructed, damaged or manner and ray when due all costs incurred therefor. destroyed thereon, and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. destroyed thereon and ray when due all costs incurred therefor. and restrictions different and requires and ray for an entry of the safety of the cial Costs as the beneficiary may require and to pay for thing same in the proprioublic office or olices, as well as the det all lien safety when beneficiary. beneficiary. To conside and cost incurred therefore of the bost of the distroyed to the distroyed there and to the distroyed there and to the distroyed there and the distroyed there and there and there are all the top the distroyed there and there are an one and there are the top there are all the top the distroyed there are all the top there are all top the top the distroyed top the top there are all the top there are all top the top the distroyed top the top there are all top the top the distroyed top the top there are all top there are all top the top the distroyed top the top there are all top the top the distroyed top there are all top there are there and t E

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of this search as were a molorcing this oblightion and trustee's due to in connection with or in enforcing this oblightion and trustee's due purporting to 7. To appear in and delend any action or proceeding purporting to altect the security rights or powers of beneficiary or trustee may appear, including action or proceeding in sure of this deed, to pay all costs and expenses, in-any suit for the foreclosund the beneficiary's or trustee's an all cases shall be amount of attorney's lies mentioned in this paragraph from any judgment or dired by the trial court, grantor turther agrees to pay such sum as the ap-decree of the trial court, grantor turther agrees to pay such sum as the ap-decree is the trial adjudge reasonable as the beneficiary's or trustee's attor-pellat. Court shall adjudge that: It is mutually gereed that:

periat: court shall adjudge reasonable as the perieticary's or trustees attor-ney's lees on such appeal. It is mutually agreed that: A in the event that any perion or all of said property shall be taken under the right of eminer domain or condemnation, beneficiary shall have the under the right of eminer equire that all or any portion of the amount required as compensation for out, taking, which are in excess of the amount required is pay all reasonable courts, expenses and attorney's free necessarily paid or incurred by finit upon any reasonable courts and "proceedings, shall be mere and attorney's lees, applied by if finit upon any reasonable courts and" paid or incurred by ben-both in the trial appellate courts, necessary in obtaining such com-siciary in the trial proceedings, and the balance appense, to take such actions secured hereby; and drantor afters, at is necessary in obtaining such com-and execute promptity upon beneficiary's request. Pensate? At any time and from time in time upon written request of bene-liciary in payment of its lees and presentation of this deed and the note for indersement (in case of tull reconvegances for cancellation), whole altering the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may

tural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in any granting any easement or creating any restriction thereon. (c) join in any granting any easement or creating any restriction thereon. (c) join in any granting any easement or creating any restriction thereon. (c) join in any figure of the received thereon of any part of the property. The property is an any restriction thereon (d) property is the property of the received thereon of any matters or lacts shall be conclusive proof of the truth/ulness thereon of any matters or lacts shall be conclusive proof of the truth/ulness thereon or best there is to rany of the property of the ind-bledness entry of the adequate of any security for pointed by any thereby secured, enter upon and take possession of any security for the ind-bledness including those past due and output of the same stores and profit theress are or othera any culter the same set of the range of the same set of the any of the same set of the adequates of any security for pointed by any thereby secured, enter upon and take possession of said property, the same set of the adequates of any security for the ind-bledness including those past due and output, and appli, the same set of thera any other as collect the rents. The entering upon and taking possession of said property, the collection of such rensis, issues and profits, or the proceeds of the and other or collect on the application or avards for any taking or during and or during or the application or such rents. The onleader of the adequates of a alors and other any collect as beneficient with the application or release thereof as alors and shall not cure or property, and the application or release thereof as alors and shall not cure or provided the application or such as alors alors and any act done pursuant to such notice.
12. Upon delawit by grantor in payment of any indebtedness secured thereof as alors and there or invalidate any act done pursuant to suc

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 ndeclare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an devent the beneficiary at his election may proceed for loreclose this trust deed by in equity as a model of the secure due to the truster to foreclose the truster shall advertisement and to be recorded his written motice of default and his election execute and classified real property to satisfy the obligations secured hereby, whereupon the truster shall lix the time and place of sale, five motice hereby, whereupon the truster shall lix the time and place of sale, five motice the manner provided in ORS 86.740 to 86.795.

the manner, provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to loreclove by advertisement and sale 13. Should the beneficiary elect to loreclove by advertisement and sale them alter default at any time prior to five days before the date set by the trustee lor the trustee's sale, the grantor or other person so privileged by trustee lor the trustee's sale, the grantor or other trust deed and the tively, the entire successful the terms of the trust deed and the tively, the entire of the beneficiary or his successors in interest, respec-tively, the entire of the beneficiary or his successful interest, respec-tively, the entire of the beneficiary or his successful interest, respec-entire of the trust deed the beneficiary or his successful interest, respec-entire of the trust deed the terms of the trust of the prin-ceeding the arounts provided by law) other that successful and thereby cur-cipal as would not then be due had no detault occurred, and thereby cur-cipal as would not then be due had no detault occurred, and thereby cur-the default, in which event all loreclosure proceedings shall be dismissed by the trustee.

the trustee. 14. Otherwise, the sale shall be held on the Jate and at the time and 14. Otherwise, the sale shall be held on the Jate and at the time and place designated in the noice of sale or the time to which said sale may place designated in the noice of law. The trustee may sell said property either in one parcel or in segnath parcels and shall sell the parcel and the time of auction to the highest bater or cash, payable at the time of alle. Trustee shall deliver to the purchaser is deed in form as required by law conveying the property so sold in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof plied the trustee sells pursuant to the powers provided herein, trustee 15. When trustee sells pursuant to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trusters attorney. (2) to do liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, a surplus to the primited by law beneficiary may from time to 16. For any reason permitted by law beneficiary may from time to any time appoint a successor or successors to any trustee named herein or to any incressor trustee appointed hereine, then any trustee herein named or appointed conveyance to the successor trustee, any trustee herein named or appointed hereunder. Each such appoint and substitution shall be made for written hereunder. Each such appointment, containing reference to this the trust devi-instrument executed by bricknew, containing reference to this the county and its place of record, when the output is substitution which the property is substitute. Lieferk or Recorder of the substitution which the property is substitute. 17. Trustee accepts this trust when this deed, duly executed and

shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly esecuted and acknowledged is made a public rewrd as provided by law. Trustee is not obligated to notify any narty hereto of pending sele under any other deed of trust or of any action or proceeding in which gruntor, 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 Bor, a bank, trust company or savings and loan association 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 subsidiaries, affiliates, a jents or branches, the United States or any agency thereof, or an escrow agent licensed under CRS 696.505 to 696.585.

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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 except easements, conditions and restrictions of record; and any liens of record.

and that he will warrant and forever defend the same against all persons whomsoever.

(a<del>)\*</del> (b)

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a<del>)<sup>3</sup> primarily for grantor's personal, tamily, household or agricultural surgeous (see Important Notice below)</del>, (b) for an organization, or (even if 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 terminine 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 crediter 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.

Brown

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

STATE OF OREGON, )	1		
Country of Tanan () ss.	STATE OF OREGON, County of	) 55.	
County of Lane 355. May 9, 1953.	, 19	2	
May 9, 1983. Personally appeared the above named	Personally appeared	and	
Harold E: Brown	duly sorn, did say that the former is the president and that the latter is the	who, each being lirst	
	secretary of		
and ackRewledged the foregoing instru- ment to be B1s ; ybluntary act and deed. Before more OFFICIAL ; ;	a corporation, and that the seal alfixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt 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	Notary Public for Oregon	(OFFICIAL	
My commission expires: 8.22 fy	My commission expires:	SEAL)	

LEQUEST FOR FULL RECONVEYANCE

, Trustee

To be used only when obligations have been paid.

TO:

The undersigned is the legal owner and holder of all indebtodness 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 cance! all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconve; without warranty, to the parties designated by the terms of said trust deed the estate now held bytyou under the same. Mail reconveyance and documents to ...

Beneficiary De not lese or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveya TRUST DEED STATE OF OREGON, (FORM No. SEI) EVENS-NESS LAW PUB. CO., PORTI County of Klamath ss. I certify that the within instru-...Harold ......Brown ment was received for record on the 19th day of May . 1983 . at 11:46 o'clock A M., and recorded . 1983 . Grantor SPACE RESERVED in book reel volume No. M83 on FOR Steven E. McGhehey, Inc. page. 7818 or as document, fee file, RECORDER'S USE instrument/microfilm No. 23686 Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Charter Escrow Service, Inc. Evelyn Biehn, County Clerk *#*5246 1471 Pearl St. Eugene, OR 97401 By Auto Deputy 12.00 fee

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