

... between

day of

Husband and Wife

as Beneficiary,

WITNESSETH:

in _____ Klamath _____ County, Oregon, described as:

14021 DEED

SEE ATTACHED LEGAL DESCRIPTION

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.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each of the above contracts, the sum of Forty Thousand and No/100 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 Per Terms of note, 19

[illegible]

The date of maturity of the debt secured by this instrument, or any part thereof, shall not become due and payable. In the event the within described property, or any part thereof, is 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 above described real property is not covered by the security of this trust deed, grantor agrees:

1. To protect the security of this trust deed, grantor agrees:
 a. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to permit any waste of said property.

not to commit or permit any waste of said property, and to keep the same in good and workable order and repair.

2. To complete or restore promptly and in good and workable order any building or improvement which may be constructed, damaged or destroyed thereon, and pay for the same out of the costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions concerning said property; if the beneficiary so requests, to join in executing such licensing statements pursuant to pay for filing same in the proper public office or offices, as well as the cost of all lien searches by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To continuously maintain insurance on the building or improvement against fire, theft and damage by fire.

proper public notice shall be given by filing official or searching agencies as may be required by law.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in and to the amount of \$ 100,000.00 FULLY PAYABLE to the latter; all such insurance shall be delivered to the beneficiary as soon as insurance companies acceptable to the beneficiary to procure any such insurance or policies of insurance shall fail for any reason at least fifteen days prior to the expiration of the term of the said policy or policies on the said buildings, deliver said policies to the beneficiary or hereafter places policies. The amount of any policy of insurance now or hereafter may be applied by beneficiary under any fire or other insurance policy or policies in such order as beneficiary may determine, and the entire amount so collected or received shall be determined or at option of beneficiary, such application or release shall be determined, or may be released to the grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action pursuant to such notice.

5. The premises free from construction liens and to pay all taxes and assessments levied or assessed upon or against the premises.

[illegible]

7. To appear in and defend any action or proceeding purporting to affect the security interests or powers of beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, and the attorney's fees of the beneficiary or trustee's attorney; the amount of attorney's fees mentioned in this paragraph shall be the prevailing evidence of title and the amount of attorney's fees shall be the amount of attorney's fees mentioned in this paragraph. In any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time hereafter, the Trustee shall be a party unless such action or proceeding is necessary for the protection of the beneficiaries, payment of its fees and presentation of this deed and the necessary endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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.

10505

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),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.
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.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Edward L. Mason
Edward L. Mason
Hanna R. Mason

STATE OF OREGON,
County of Blaine ss.
19 83
Personally appeared the above named
Edward L. Mason and
Hanna L. Mason
and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:
Notary Public for Oregon
My commission expires: 7/13/85

STATE OF OREGON, County of _____ ss.
Personally appeared _____, 19____
and _____ who, each being first
duly sworn, did say that the former is the _____
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:
Notary Public for Oregon
My commission expires: _____
(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.
TO: _____, 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
Beneficiary
AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY, INC.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____ ss.
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.
By _____ NAME _____ TITLE _____
Deputy

10297

DESCRIPTION

A parcel or piece of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the point of intersection of the Section line marking the Southerly boundary of Section 30, Township 39 South, Range 9 East of the Willamette Meridian, with a line parallel to and 50 feet distant at right angles Southeasterly from the center line of the Klamath Falls-Midland section of U. S. 97 Highway, as the same is presently located and constructed, and from which point of intersection the Southwesterly corner of said Section 30 bears South 89° 42' 30" West 827.1 feet distant; thence North 36° 49' 30" East parallel to the center line of said highway 1071.5 feet to a 3/4" iron pipe and the true point of beginning of this description thence North 89° 41' 10" East along the centerline of an existing irrigation ditch, as the same is presently located and constructed, 943.8 feet to a point; thence North 1° 54' 40" East 300.0 feet to a 5/8" aluminum capped iron pin; thence North 88° 30' 50" West along an existing fence 711.8 feet to a 5/8" aluminum capped iron pin at the intersection with the Southeasterly highway right of way fence; thence South 36° 50' West along said right of way fence 404.1 feet more or less to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .

this 30th day of June A.D. 1983 at 1:28 o'clock P.M., and
 duly recorded in Vol. M83, of Mortgages on Page 10295

EVELYN BIEHN, County Clerk

By *Lee Lewis*

Fee \$12.00