(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) 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; (d) from the surface and the secretary and the secretary and the secretary and the secretary and the person or persons grantee in any reconveyance may be described as the "person or persons the self-secretary and the recitals there on the person or persons services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for its own name sue or otherwise collect the rents, eits or any part thereol, in low on part and unpaid, and apply the same states upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance of default hereunder or invalidate any act done pursuant to such notice.

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 indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums accured hereby immediately due and payable. In such an declare all sums accured hereby immediately due and payable. In such as in equity as a mortgage or direct the trustee to foreclose this trust deed present the beneficiary and selection may proceed to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written satisfy the obligations secured to sell the said described real property to state the state of the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in thereof as then required by law and proceed to foreclose this trust deed in 13. Should the beneficiary elect to foreclose by advertisement and alle then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or live days before the date set by the first of the trustee's sale, the grantor or successors in interest, respectively the entire amount then due under the terms of the trust deed and the obligation secured thereby (including cost and expenses actually incurred in obligation secured the obligation and truster han such portion of the principal as would not then be due had no default occurred, and thereby conceining the terms of the obligation and truster than such portion of the principal as would not then be due had no default occurred, and thereby conceining the terms of the verb and to recover proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and blace designated in the default in the default in the same and the time and the same a

the trustee.

14. Otherwise, the sale shall be held on the date and at the time and late of 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 place to the sale of the property either to the property of the sale. Trustee in one parcel or in superate parcels and shall sell the parcel or parcels at aution to the highest bidder for cash, payable at the parcel or sale. Trustee aution to the highest bidder for cash, payable as required by law conveying shall deliver to the brush without any covernant of set shall be conclusive properties. The recitable the deed of any mattern of act shall be conclusive properties. The recitable the deed of any mattern of act shall be conclusive properties. The properties of the trustee sales pursuant to the powers provided herein, trustee its first of the properties of the trustee and a sale.

15. When trustee sells pursuant to the powers provided herein, trustee following the compensation of the trustee and a resonable charge by trustee at the sale.

15. When trustee sales pursuant to the powers provided herein, trustee and a properties of the properties of the trustee and a properties of the trustee and a propert

surplus, it any, to the generor 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 named herein or to any successor trustee appointment, and without conveyance to the successor trustee, the latter shall be vested with all title powers and duties conterred upon any trustee herein named or appointment and substitution shall be made by written hereinned executed by beneficiary, containing in the ollice of the County and its place of record, which, when recorder in the ollice of the County and its place of record, which, when recorders which he property is situated, thall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and colligated to notify any party hereto of pending sale under any other deed of foligated to notify any party hereto of pending alse under any other deed of 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.

MTC 12635-L

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if August 15

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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The obove described real property is not currently used for agricultural, timber or grazing purposes.

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(4) - ects No. 881—Gregon Trest Dood Series—TRUST DEED.

sold, conveyed, assigned or altenated by the grantor without first then, at the beneficiary's option, all obligations secured by this instrument it herein, shall become immediately due and payable.

The chove described real proparty is not currently used for ogicular the chove described real proparty is not currently used for ogicular to protect the security of this trust deed, grantor agreement of the protect press of demolish any building or impovement thereon, and repair, not to provide any wasted stad proparty in good and workmenite montered to be provided to the protect of which may be constructed, damaged or destroyed in the publishing ow when due all proparty in good and workmenite manner any building ow when due all opens in the beneficiary so requested the secretician statements pursuant to the little same the city of the secretician statements pursuant to the little same in the cial Code and office or olifee, as well as may be desembled by the beneficiary. To provide and continuously maintaining most on the beneficiary for provide and continuously maintaining most on the beneficiary. To provide and continuously maintaining most on the beneficiary of the search provided the provided the

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 the United States; a title insurance company authorized to insure title to read or savings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 695.505 to 696.585.

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 Mortgage to the DVA dated March 9, 1978, and addition Mortgage to the DVA dated August 15, 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 This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executations are representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the cultimate of the context of the cultimate of the feminine and the neuter, and the singular number includes the plural. This user tors, personal repr 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 couply 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, we Stevens-Ness Form No. 1305 or equivalent; if this instrument is to be a FIRST lien to finance the purchase of a dwelling, we Stevens-Ness Form No. 1305 or equivalent; if the Act is not required, disregard this notion. Michael T. Frost Sail O Fut GAIL O. FROST (If the signer of the above is a corporation, STATE OF OREGON County of Klamath ss.

(August 45 19 83

Personally appeared the store named MICHAEL T. FROST, and GAIL O. FROST, STATE OF OREGON, County of Personally appeared ... HUSBAND AND WIFE ...who, each being first duly sworn, did say that the former is the and acknowledged the foregoing instrupresident and that the latter is the secretary of . a corporation, and that the seal altixed 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 Before me: ment to be.... (OFFICIAL Before two: SEAL) Notary Public for Oregon son Notary Public for Oregon My commission expires: (OFFICIAL SEAL) My commission expires: Tracks ques grad fort be book to not entitionly now for successful econvertance Shoule be used only when obligations have been paid. TO: 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 with 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 bytycu under the same. Mail reconveyance and documents to And appearance of the cents, testes and parties thereof and sill insures one in the cents are related and sill insures one in the cents are related to the cents. DATED: Beneliciary or destroy this Trust Doed OR THE NOTE which it secures. Be ACHI D. POR LPOAL TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE STATE OF OREGON, County of ... I certify that the within instrument Mr. & Mrs. Michael T. Frost onu . Outfout electrical sec was received for record on the Grantor areasonably grants, barg ins, sells and conveys to triusees a of . o'clock M and recorded at ... as Beneficiery, SPACE RESERVED in book/reel/volume No...... Mr. & Mrs. Leroy L. Gilder FOR FOR RECORDER'S USE page or as tee/file/instru-ment/microtilm/reception No..... Attucos Record of Mortgage of said County. PANY Beneticiary Witness my hand and seal of AFTER RECORDING RETURN TO II 0 Little passes our Count affixed. THIS TRUST DEED, made the MOUNTAIN TITLE COMPANY, INC.

... Deputy

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the Set - Oracon Trust Good Sattern-TRUST DEED.

DESCRIPTION

A tract of land situated in the Northeast Quarter of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin from which the corner common to Sections 5, 6, 7 and 8 of said Township and Range, bears North 49° 02' 09" East a distance of 1145.0 feet (said Section corner marked by an iron axle); thence South 02° 36' 50° West a distance of 650.69 feet to the Northeast corner of parcel of land conveyed to Charles Fisher and Ron Phair by Deed recorded February 9, 1977, in Volume M77, page 2413, Microfilm Records of Klamath County, Oregon; thence West along the North line of last mentioned parcel to a point on the apparent Easterly right of way line of Booth Road; thence continuing West 30 feet, more or less, to the West line of the E¹NE4 of said Section 7; thence North 0° 15' 55" East along said West line a distance of 666.05 feet to the Northwest corner of tract conveyed to Lee L. Gilder, et ux, by Deed recorded January 12, 1977 in Volume M77, page 1272, Microfilm Records of Klamath County, Oregon; thence South 87° 39' 31" East 30 feet, more or less to a point on the apparent Easterly right of way line of Booth Road; thence continuing South 87° 39' 31" East along the Northerly line of last mentioned tract, a distance of 442.7 feet, to the point of beginning.

EXCEPTING THEREFROM a strip of land 30 feet wide along the West side thereof, conveyed to Klamath County by Deed recorded September 18, 1961 in Volume 332, page 237, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a parcel of land situated in the NE% of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin from which the corner common to Sections 5, 6, 7 and 8, said Township and Range, bears North 49° 02' 09" East a distance of 1145.0 feet; thence North 87° 39' 31" West, a distance of 442.7 feet to a point on the apparent Easterly right of way line of Booth Road; thence continuing North 87° 39' 31" West a distance of 30.2 feet, more or less, to the West line of the ElNE, of said Section 7; thence South 00° 15' 55" West along said West line a distance of 159.5 feet to a point; thence South 89° 44' 05" East a distance of 30.0 feet to the apparent Easterly right of way line of Booth Road; thence continuing South 89° 44' 05" East a distance of 436.6 feet, more or less, to the Easterly line of tract conveyed to Lee L. Gilder, et ux by Deed recorded in Volume M77, page 1272, Microfilm Records of Klamath County, Oregon; thence North 02° 36' 56" East along said Easterly line a distance of 138.5 feet, more or less to the point of beginning.

STATE OF OREGON;	COUNTY OF KLAMATH; ss.
Filed for record .	기를 하면 하는 바로 보이 가장 보고 있다. 그런 그런 그런 그런 그는 그런
this 15 day of	AUGUSTA. D. 19 83 at 3:15clack P and
duly recorded in Vol	M83 of MTGES on g c 13688
	EVELYN BIEHN, County Llerk
12.00 fee	By Sue Oxurs _