

August 15, 1983, between  
and DIANE

27800

THIS TRUST DEED, made this  
DAVID K. YOUNG, A

DAVID R.  
C. YOUNG

as Grantor, DAVID R. C. YOUNG  
Curry County Title Company  
JAMES A. DALE and MARJORIE

DAVID K. YOUNG, Adm.  
C. YOUNG  
Curry County Title Company  
JAMES A. DALE and MARJORIE A. DALE, husband and wife

as Beneficiary,

WITNESSETH:

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
Klamath County, Oregon, described as:  
Bank Klamath County, Oregon.

Grantor irrevocably grants, bargains, sells  
in Klamath County, Oregon, described as:  
Lot Forty (40), Harriman Park, Klamath County, Oregon.

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 SUMS AND, and no, 100 (\$14,000.00) Dollars with interest thereon according to the terms of a promissory note, and payment of principal and interest hereof, in full, by the grantor, to the grantee, by way of a promissory note.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor to the grantee, the grantor hereby assigns, transfers, conveys, and warrants to the grantee, its heirs, assigns, and assigns, all right, title, and interest in and to the sum of FOURTEEN THOUSAND and no/100 (\$14,000.00) Dollars, with interest thereon according to the terms of a promissory note, the terms of which are set forth in the promissory note, and the final payment of principal and interest hereof, if any, shall be made by the grantor to the grantee on the date on which the final installment of said note is due.

sum of FOURTEEN \_\_\_\_\_

note of even date herewith, payable to beneficiary or order and made by grantor, \_\_\_\_\_ of said \_\_\_\_\_  
to be due and payable according to the terms of said \_\_\_\_\_ of said \_\_\_\_\_  
debt secured by this instrument is the date, stated above, on which the final installment of said \_\_\_\_\_  
number or grazing purposes.

The date of maturity of the debt secured by this instrument is the date it becomes due and payable.

The above described real property is not currently

The above described realty being in good condition

To protect, preserve and maintain said property in good condition  
1. To protect, preserve and maintain said property in good and workmanlike  
and repair; not to remove or demolish said property;  
not to permit or permit any building thereon to be constructed, damaged or  
2. To complete improvement costs incurred by tenants, covenants, condi-  
manner any building and pay when due, ordinances, regulations, requests, con-  
destroyed thereon and comply with all laws, orders, regulations, requests, con-  
Commercial Bank and pursuant to the terms same in the

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses of the trust in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible]

fixed by the trial court, shall adjudge reasonable  
 decree of the shall adjudge reasonable  
 appellate court such appeal.  
 attorney's fees on mutually agreed that:

**It is mutually agreed that:**

8. In the event that any portion or condemnation, beneficiary shall have taken under the right of eminent domain or all or any portion of the amount paid or right, if it elects, to require, which are in excess of the fees necessarily paid or compensation for such taking, proceedings shall be paid to attorney's fees, as compensation for reasonable costs and expenses incurred by beneficiary in pursuing any reasonable costs and expenses or incurred by beneficiary as compensation for first and appellate courts, necessarily paid upon the inclusion of both in their proceedings, and the balance expense, to take such actions both in their proceedings, and grantor agrees, at its own necessary in obtaining such beneficiary hereby; and grantor agrees, at its own necessary in obtaining such secured and execute such instruments as shall be required.

9. Beneficiary shall, from time to time upon written request of beneficiary, promptly (and from time to time) upon the deed and the note, for the purpose and for presentation of application), without affecting any

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(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 subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, or by a receiver to be appointed by a court, and without regard to the adequacy of said property to satisfy the indebtedness hereby secured, either upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, and its costs and expenses of operation and collection, including reasonable attorney's fees upon and taking possession of said property, the proceeds of fire and other insurance on the property, and the proceeds of any taking or damage of the property.

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

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not entitled to any party hereto of pending sale under any other deed of record, and no party hereto pending in which grantor, beneficiary or trustee is interested shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts public record law as applicable to all records acknowledged is made by public hereto of providing same under any 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.

toiney, 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 real estate, or an escrow agent licensed under ORS 606.505 to 606.585.

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 or any agency thereof, or an escrow agent licensed under ORS 882.505 to 882.585, or property of this state, its subsidiaries, affiliates, agents or branches.

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.)

STATE OF OREGON, )  
County of Curry ) ss.  
August 15, 1983.  
Personally appeared the above named  
David K. Young and  
Diane C. Young.

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 7-20-83

(ORS 93.490)

STATE OF OREGON, County of ) ss.  
, 19

Personally appeared 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. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

David K. & Diane C Young  
P. O. Box 257  
Brookings, OR 97415  
Grantor

James & Marjorie Dale  
15721 Hwy 101 South  
Brookings, OR 97415  
Beneficiary

AFTER RECORDING RETURN TO  
Coutrakon, Hoselton  
& Babin, P.C.'s  
P. O. Box 1600  
Brookings, OR 97415

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 2nd day of September, 1983, at 1:48 o'clock P. M., and recorded in book/reel/volume No. M83 on page 15016 or as document/fee/file/instrument/microfilm No. 27800 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk  
By *Deputy* Deputy

Fee \$8.00