		STEVENS NESS LAW PUBLISHING CO., PORTLAND, OR. 97204
		STEVENS.NESS LAW
FORM No. 881-1-Oragon Trust Deed Series-TRUST DEED (No restriction of	n assignment).	-K Vol. M83 Page 19322
FORM No. 881-1-Oregon Trust Deed St.	1110 13111	-K 101° 10000 000
70449	- YRUST DEED	
30419		10 83 between
		November , 19 83 , between
THIS TRUST DEED, made this 9th BERT T. KING, JR.	day or	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
THIS TRUST DEED, made this manner		, as Trustee, and
PERM T KING JR.	- 11 1	or Trustee, and
BEAL LA MARIA		as Irastor,
THE COMPANY, I	NC.	, as Trustee, and wife ,
MOUNTAIN TITUE COM	· · · · · · · · · · · · · · · · · · ·	
as Grantor,	a bushand and	wife
TATE and RUBY J. HAL	此, nusband on	
THOMAS O. HALE and		
	THE NESSETH:	trustee in trust, with power of sale, the property
as Beneficiary,	WIINESSE	trustee in trust, with power of saic,
Lardoins sel	is and conveys to	flustee
Grantor irrevocably grants, Dargams,	described as:	
inRIEditory		e on file
		the official plat thereof on 1110
TON NO	n according to	o the officer f
In	a volumeth Coun	ty, Oregon.
Lot 54, FALL Rothe County Clerk o	T Klamach cour	
in the Ollice of		
the first of the first of the second of the second		
	SI -1 -	★ 1 (1) (1) (1) (1) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
	M -11	
TOTAL TOTAL AT TOTAL		- Tanana and a second

NO-PREPAYMENT PENALTY

Tighether 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 agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE ON NOTION

Sum of FORTY-THREE THOUSAND NINE HUNDRED AND NO/100 rote of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

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

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

Thot sooner paid, to be due and payable to beneficiary or order and made.

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

The date of maturity of this trust deed, grantor agrees. The date of maturity of this trust deed, grantor agrees. The date of the debt security of this trust deed, grantor agrees. The date of the debt secured by this instrument it. To protect the security of this trust deed, grantor agrees. The debt secured and maintain said property in good condition of the debt secured and repairs or permit any waste of said of the debt secured and repairs or permit any waste of said of the debt secured and repairs of the debt secured and repairs of the debt secured and the debt secured as a security of the debt security of the

(a) consent to the making of any map or nlat of said property; (b) join in fraining any easement or creating any restriction thereon; (c) join in any franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconvey are may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons frantee in the person or persons of the conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof in this paragraph shall be not less than \$5.

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

The without notice, either any 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 the indebtedness hereby secured, enter upon and take possession of said property, it is own name sue or otherwise collect the rents, issues and profits, including hose past due and unpaid and apply the same, issues and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attentions and such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such each secure of the security of the property.

less cous amount any indebtedness secured hereby, and in accordingly services to the secured hereby, and in according to the ficiary may determine. In the entering upon and taking possession of said property, the collection of such rents, issues and prolits or the proceeds of fire and other collection of such rents, issues and prolits or the proceeds of fire and other 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 property, and the application or release thereof as along-said, shall not cure or property, and the application or release thereof as along-said, shall not cure or waite any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebteness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary secured hereby immediately due and payable. In such an inequity as a mortgage or direct the trustee to foreclose this trust deed by integrity of the secured and state of the latter event the beneficiary or the trustee shall advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election secured to sell the said deeribed real property to satisfy the obligations secured to sell the said deeribed real property to satisfy the obligations secured thereby whereupon the trustee shall lix the time and place of sale, give notice hereby, whereupon the trustee shall lix the time and place of sale, give notice thereby environment of the secured to foreclose this trust deed in the and the dealult at any time prior to live days before the date set by the then alter default at any time prior to live days before the date set by the trustee's sale, the grantor or tive days before the date set by the hence of the trustee's sale, the grantor or tive days to the thereby (including costs on the trust deed and the rively, the entire mount then due under the arm expenses actually incurred in obligation secured and thereby (including costs and expenses actually incurred in obligation secured and thereby (including costs and expenses actually incurred in obligation secured and the herbed of localization and trustee's and attorney's less nor enforcing the tensor to the obligation and trustee's and attorney's less nor enforcing the tensor to provide the late of the obligation and trustee's and attorney's less nor enforcing the tensor to pr

the delault, in which event all loreclosure proceedings shall be dismissed by 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 in one parcel or in semante parcels and shall sell the parcel or parcels at in one parcel or in semante parcels and shall sell the time of sale. Trustee nuction to the highest bidder for cash, payable at the time of sale. Trustee nuction to the highest bidder for cash, payable at the time of sale. Trustee hall developed the property so sold but without any coverant for warranty, express or interpretable to the trusteal state of the trustee shall be conclusive property to the preparation of the trustee shall be conclusive property to the property of the trustee, but including the truster and the parcel of the trustee shall be conclusive to the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein cluding the proceeds of sale to payment of (1) the expenses of sale, instance of the parcel of the trustee and a resonable charge by trustee shall apply the proceeds of sale to payment of the trustee and a feature (2) to the obligation secured by the deed, (3) to all personal attorney, (2) to the obligation secured by the other priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus.

16. For any reason permitted by law beneficiary may fore time service.

surplus, if any, to the granter 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 transcessors to any trustee named herein or to any time appoint a successor trustee appointment, and without successor trustee appointment, and without successor trustee the successor trustee, the latter shall be wested with all title powers and duties conserved upon any trustee breain named or appointment powers and duties considered upon any trustee breain named to appoint instrument and substitutions shall be made by written hereunder. Such such appointment and substitutions shall be made by written and its place of roofd, which, when teverined in the office of the County and its place of roofd, which, when teverined in the office of the County and the Recorded of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and obligated to notify any party hereto of pending and under any other deed of obligated to notify any party hereto of pending and under any other deed of trust or of any action or proceeding in which granter, 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 historiaer must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or state to the savings and loon association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real savings and loon 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 696.505 to 696.505. property or the state of

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 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)

PROCEED TO SEE OF This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, escured hereby, whether of not named as a beneficiary shall mean the holder and owner, including pledgee, of 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.

RTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is solicable; if warranty (a) is applicable and the beneficiary is a creditor word is defined in the Truth-in-Lending Act and Regulation Z, the arm MIIST comply with the Act and Regulation by making required

BERT T. KING, JR. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is an 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 if the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1305 or equivalent; 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 apposite.) STATE OF OREGON, IORS 93.490) County of Klamath
November 9, 19 83
Personally appgared the above named
BERT T KANG JE j_{ss.} STATE OF OREGON, County of ., 19 83 , 19.... Personally appeared duly sworn, did say that the former is the who, each being first ...and president and that the latter is the and acknowledged the foregoing instrua corporation, and that the seal affixed to the loregoing 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 his voluntary act and deed. Before me: Notary Public for Oregon ODN) My commission expires: 6/19 Notary Public for Oregon My commission expires: (OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE To 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 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 herewish todasher with said trust deed) and to reconvey without warranty to the parties designated by the terms of said trust deed trust dead tru said trust deed or pursuant to statute, to cancer an evidences or 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 DATED: , 19

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.

SPACE RESERVED FOR RECORDER'S USE

TR	UST DE	ED
STEVENS-NES	(FORM No. 881-1)	AND, ORE.

Bert T. King, Jr.

Thomas O. Hale and Ruby J. Hale

Beneficiary AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY, INC. Millia

STATE OF OREGON.
County of Klamath

I certify that the within instrument was received for record on the 9th day of November 19 83 at 3:15 o'clock M. and recorded in book/reel/volume No. 1403 on page 19322 or as document/fee/file/instrument/microfilm No. 30419 Record of Mortsages of said County

Record of Mortgages of said County. Witness my hand and seal of

County affixed. Evelyn Biehn County Clerk By Bu Smith Deputy

Fee: \$8.00