

19.83...., between

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WITNESSETH:

Grantor irrevocably grants unto the County of Klamath, Oregon, described as:

All of Lots 27, 28, 29, 30, 31, 32, 33, 34 and all of Lot 35, Block 10, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, EXCEPT THAT Part described as follows: Beginning at the Northeast corner of said Lot 35 and running thence South 55° 31' East along the West line of East Main Street a distance of 16.46 feet to a point on said West line of East Main Street; thence North 73° 05' West a distance of 31.38 feet to a point on the South line of Main Street; thence North 89° 21' East a distance of 16.46 feet to the point of beginning, enclosing an area of 77.82 square feet.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement made by grantor, the final payment of principal and interest hereof, if sum of Sixty-five Thousand and No/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if

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 grantor without first having obtained the written consent or approval of the lender, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the lender, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or hereinafter.

herein, shall become immediately due and payable.

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

(a) consent to the making of any map or plat of said property; (b) join in creating any restriction thereon; (c) join in charging the lien or charge

[illegible][illegible][illegible]

trust deed, shall be the owner of any rights arising from the interest in aforesaid, the trust deed, and for such payments, the grantor, shall be bound by the obligation herein covenanted and agreed to, and shall be bound for the payment of due and payable with same extent that the said payments shall be immediately due and payable to the beneficiary described, and such payments shall be immediately due and payable and the nonpayment thereof shall constitute a breach of this deed immediately due and payable and constitute a breach of this deed.

6. The costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee including in connection with or enforcing this obligation and trustee's and attorney's fees actually incurred in and defend any action or proceeding pertaining to the obligations of the grantor as beneficiary or trustee, and in the suit, including the cost of appraisal, shall be paid by the grantor.

[illegible][illegible]

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, or a person 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 §§ 905 to 906.505.

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 Klamath } ss.  
November 10, 1983.

Personally appeared the above named,

Ida Lena Spies

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

Before me:

(OFFICIAL SEAL)

Luisa C. Smith  
Notary Public for Oregon

My commission expires: 11-2-86

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)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

TA-Bue  
600 Main St.

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 14th day of November, 1983, at 3:35 o'clock P.M., and recorded in book/reel/volume No. 183 on page 19534 or as fee/file/instrument/microfilm/reception No. 30562 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pam Smith, Deputy

Fee: \$8.00