	FD.			ISHING CO., PORTLAND. OR. 57204
FORM No. 881—Oregon Trust Deed Series—TRUST DE	h	K-36752 TRUST DEED	Vol. M83 Pag	e
31837 THIS TRUST DEED, mac	le this22nc	day of	December	, 1983, between
Dennis M. Utley and Natas Grantor,	ncy.S. Utley		Klamath County	Titleas Trustee, and
as Grantor,			And the second of the second	
as Grantor,	ny	Auto autolisti an an Andra	AND	<u>an an a</u>
an Repeticiary.			and the second second second	and the second
Grantor irrevocably grants	, bargains, sells County, Oregon	and conveys to the described as:	MARE HERE ERE SOLL	server and the server of the
See Attached Exhibit A	A For Legal I	Description	Dutativat Lonisti, cu	e tipe i stationalistationalistationalistationalistationalistationalistationalistationalistationalistationalist Alternationalistationalistationalistationalistationalistationalistationalistationalistationalistationalistational
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together with all and singular the ter now or herealter appertaining, and th tion with said real estate. FOR THE PURPOSE OF SI sum of Four Thousand Five				interest and navment of
sum of Four Thousand Five		der and made by gra	with interest thereon according ntor, the final payment of pr	to the terms of a promise incipal and interest hereo
note of even date herewith, payable in not sooner paid, to be due and paya The date of maturity of the du becomes due and payable. In the ev sold, conveyed, assigned or alienate then, at the beneficiary's option, all herein, shall become immediately due The above described real proper	ebt secured by this ent the within desc d by the grantor obligations secured	instrument is the dat tribed property, or an without first having by this instrument,	te, stated above, on which the ny part thereof, or any interess obtained the written consent irrespective of the maturity per or grazing purposes.	t therein is sold, agreed to or approval of the benefic dates expressed therein
The above described real proper To protect the security of thi 1. To protect, preserve and maintu and repair; not to remove or demolish an not to commit op permit any waste of said not to commit op permit any waste of said	s trust deed, granto ain said property in g y building or improve	or agrees: (1) continue ood condition granting ment thereon; thereof	isent to the making of any map of any easement or creating any r ration or other agreement allectin (d) reconvey, without warranty, a in any reconveyance may be do entitled thereto," and the recitals	g this deed or the lien or c ill or any part of the property

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-ions and restrictions affecting said property; if the beneficiary so requests, to tions and restrictions affecting said property; if the beneficiary so requests, to proper public office or offices, as well as the cost of all lien searches made by liling officers or searching adencies as may be deemed desirable by the beneficiary. 4. To provide and continuously projects

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join in executing such limancing statements pursuant to the Unitorm Commer-cial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lien searches made proper public office or searching agencies as may be deemed desirable by the beneficiary. A ro.provide and continuously maintain insurance on the buildings and such ofther haards as the beneficiary may from time to time require, in and such ofther haards as the beneficiary may from time to the latter all companies acceptable to the beneficiary, with loss payable to the latter all companies acceptable to the beneficiary at soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance that the delivered to the beneficiary as soon as insured; policies of insurance that the delivered to the beneficiary as the applied by benefi-ciary upon any indebtedness ecured hereby and in such order as beneficiary carry upon any indebtedness ecured hereby and in such order as beneficiary at done pursuant to such notice of delault hereunder or invalidate any not cure or waive and believer to once the application or release shall on or any policy believer any part of such targe, assessed upon or targe, assessments and other charges that may be levied or assessed upon or targe, assessments and other charges that may be levied or assessed upon or targe, become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor lail to make payment of any targe, assess-to beneficiary should the grantor lail to make payment of any targe, assess-to beneficiary; should the grantor lail to make payment of any of the trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights ariting rom breach of any of the erry herinhe

derive of the han divide reasonable as the beneficiary's or there we have a predict count shall activide reasonable as the beneficiary's or there we have a provide that: It is mutually afreed that: B. In the event that any portion or all of said property shall be taken a the right of eminent domain or condemnation, beneficiary shall have the under the right of eminent domain or condemnation, beneficiary shall have the is compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, applied by it first upon any reasonable costs and point the indebtedness liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-and execute such instruments and shall be paid.

liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such com-pensation, promptly upon beneliciary's request. 9. At any time and from time to time upon written request of bene-liciary, payment of its less 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

grantee m any reconveyance may be used to a new matters or facts shall 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 delault by grantor hereunder, beneliciary may at any time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time without notice, either in person, by agent or by a receiver to be ap-time indebtedness hereby secured, enter upon and take possession of said prop-the indebtedness hereby secured, enter upon and take possession of said prop-tes indebtedness hereby secured, enter upon and take possession of said prop-less costs, and expenses of operation and collection, including reasonable attor-less upon uny indebtedness secured hereby, and in such order as bene-ficiary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or dunage of the insurance policies or compensation or release thereol as altorsaid, shall not cur or 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 indebtedness secured

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 indebtedness secured hereby or in his performance of any agreement hereunder, the beneliciary 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 declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare and cause to be recorded his written notice of default and his election for self the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall ix the time and place of sale, five notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.
13. Should the beneliciary elect to foreclose by advertisement and sale then alter default any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneliciary or his successors in interest, respectore S6.760, may pay to the beneliciary or his successors in interest, respectored set here thereby (including costs and expenses actually incurred in obligation secured thereby (including costs and expenses actually incurred in enforcing the armounts provided by law) other than such portion of the princeding the amounts provided by law) other than such portion of the princeding the amounts provided by law) other than such portion of the princeding the amounts provided by law other dual cocurred, and thereby cure the default, in which event all loreclosure proceedings shall be dismissed by the trustee.

the default, in which event all foreclosure 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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of tact shall be conclusive proof plied. The recitals in the deed of any matters of tact shall be conclusive proof plied. The recitals in the deed of any matters of tact shall be conclusive proof plied. The recitals in the deed of any matters of tact shall be conclusive proof the grantor and beneficiary, may purchase at the sale. 5. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the trustee and a reasonable charge by trustee's nationey; (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust having the truste may appear in the order of their priority and (4) the surplue. If any, to the grantor or to his successor in interest number of such surplue. If any, to the grantor or to his successor is interest to such auching the such as the part trustee the successor is interest to such auching the such as the part to any appear in the order of the trustee in the trust and their interests may appear in the order of the successor is interest of the such auching the successor is interest to such auching the successor is inthe successor

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. For any remain permitted by law hemeficiary may from time to the appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the country or counties in which the property is situated, instrument executed by beneficiary, containing reference to this trust deed instrument executed by beneficiary, containing reference to the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive prool of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notily any party hereto ol pending sale under any other deed of trust or ol any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

b is an active member of the Oregon State Bar, a bank, trust company Inited States, a title insurance company authorized to insure title to real gency thereoff or an escrow agent licensed under ORS 696,505 to 696,585.

NOTE: The Trust Deed Act provides that the trustee heraunder must be either an or savings and loan association authorized to do business under the laws of Or property of this state, its subsidiaries, affiliates, agents or branches, the United S attorney 0

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.

STATE OF OREGON

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TO:

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(OFFICIAL SEALT

County of KIAMAH

VENUIS

ALJ UDLIC Notare Public for Oregon

12/22 Personally appeared the above named.

NEWLY M. LITLEY NAUCY S. LITLEY

My commission expires: 11/03/86

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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 a

purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, erecu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, execu-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 teminine 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 beneficiary MUST comply with the Truth-in-Lending Act and Regulation Z, the 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; of a dwelling use Stevens-Ness Form No. 1306, or equivalent; the sinner of the purchase with the Act is not required, disregard this notice.

) ss.

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voluntary act and deed.

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STATE OF OREGON, County of

Personally appeared

.....) ss.

.....and

duly sworn, did say that the former is the.....who, each being first president and that the latter is the..... secretary of

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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 Before me Before me:

Notary Public for Oregon My commission expires:

(OFFICIAL SEAL)

TITLE

an an the state

Deputy

By

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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 indeptedness secured by the foregoing trust deed. All sums secured by said frust 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 frust deed or mirrorant to statute to cancel all evidences of indeptedness secured by said trust deed further deed further to cancel all evidences of indeptedness secured by said trust deed further deed further are delivered to you must deed nave been fully paid and satisfied. For noreby are directed, on payment to you of any sums owing to you under the terms of said frust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you be to secure to statute to statute deed) and to secondary mithout more and to secondary to statute decided by said trust deed (which are delivered to you to statute decided by secondary mithout more and to secondary mithout more and to secondary mithout more and to secondary decided by second said trust deed or pursuant to statute, to cancel all evidences or indeptedness 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 NO	DTE which it secures. Both must be delivered to	Beneficiary the trustee for cancellation before reconveyance will be made.
(FORM NO. 881) (FORM NO. 881) STEVENE-NESS LAW PUB. CO., PORTLAND, ORK.		
Dennis M. Utley Nancy S. Utley		STATE OF OREGON, County of
.MotorInvestment.Company	SPACE RESERVED FOR	at
Dan ti	RECORDER'S USE	ment/microfit/ Oras tee/file/instru-
AFTER RECORDING RETURN TO Motor Investment Company 531 S. 6th- PO Box 309 Clamath Falls, ORe.97601		Witness my hand and seal of County attixed.
	littler man	NAME

TRUEL CARLS

The following described real property situate in Klamath County, Oregon: particularly described as follows:

A parcel of land situate in the NEt of the SWt of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more Commencing at the West one-fourth corner of said Section 5, thence South

0°06' West along the West boundary of said Section 5, a distance of 185.70 feet to the South boundary of Autumn Avenue; thence North 89°17' East, along the South boundary of Autumn Avenue 1773.18 feet to the Westerly boundary of the Dalles-California Highway and the true point of beginning of this description; battes-cattrornia nighway and the true point of beginning of this description, thence South 27°37' West along said highway boundary 285 feet, more or less, to the North line of that certain property described in Deed Volume M81 page 20087, Microfilm Records of Klamath County, Oregon, thence West along said North line 150 feet, more or less, to the Northwest corner of that certain property described in Deed Volume M81 page 20087; thence North 5°32' East, 249.83 feet, more or less, to the South boundary of Autumn Avenue, thence North 89°17' East along the South boundary of Autumn Avenue, 256.10 feet to the point

The basis of bearing for this description is Survey No. 65 as recorded in the Klamath County Engineers Office. EXCEPTING THEREFROM that portion conveyed to Klamath County by instrument dated April 24, 1974, recorded May 8, 1974, in Volume M74 page 5737, Microfilm

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STATE OF OREGON,) County of Klamath) Filed for record at request of

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