32482

SHOOND

TRUST DEED

STEVENS NESS LAW PUBLISHING CO., PORTLAND, CR. 97204 Vol. mg Page - 684

32482	SECOND	D amb	19.83, between
			19.83 , between
Crantor TRANSALUA	7707	TE TOAN WEBSTER	
			,

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

That portion of N^{l}_{2} of the SW^{l}_{3} of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, that lies between the Old Dalles-California Highway right of way and a line called the Meander line on the West; and that portion of the $N_2^1N_2^1SE_4^1SW_4^1$ of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, that lies Westerly of the Old Dalles California Highway.

EXCEPTING THEREFROM that portion that lies Northerly of a line that is 625 feet North of and parallel to the South boundary of the $N_2^1N_2^1S_2^1SN_4^1$ of said Section 31, lying Westerly of the old Dalles-California Highway.

Progether 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 security and the purpose of the security and the purpose of the security and t

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity of note 19 sum of FIFTEEN THOUSAND AND NO/100-

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

not sooner paid, to be due and payable

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 heneficiary,
sold, conveyed, assigned or alienated by the grantor without first having obtained the maturity dates expressed therein, or
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
then, shall become immediately due and payable.

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

sold, conveyed, assigned or adiented by the granter without first then, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction of the protect the security of this trust deed, granter affects:

To protect preserve and maintain said property in food condition and repair, not to remove or demolish and building or disposance in the control of the protect preserve and maintain said property in food condition and repair, not to remove or demolish and in good and workmanlike.

2. To complex of a covernent which may be constructed, damaked or manner any building and pay when due all custs incurred throns, covernants, conditions and restrictions affected a statements pursuant to the Uniform Countries and restrictions affected a statements pursuant to the Uniform Countries of the conditions of the tendenciary so requests to the conditions of the tendenciary of the conditions of the tendenciary of the conditions of the tendenciary of the conditions of the cond

(a) consent to the making of any map or plat of said property; the pear in granting any easement or creating any restriction thereon; (c) goin in any solution or other agreement alterting this deed or the line or cheefe subordination or other agreement alterting this deed or the line or cheefe subordination are reconveyance may be described as the line or cheefe stanter in any reconveyance may be described as the "person or processing the include the property. The control of the property of the truthfulness there is draw matters or tacks shall be conclusive proof of the truthfulness thereof. Trusting these for any or the conclusive proof of the truthfulness thereof. Trusting these for any or the services continued in this paraginary shall be not less than \$5.

In Upon any default by frantor hereunder, beneficiary may at cast time without notice, either in person, by agent or by a receiver to be at pointed by a court, and without regard to the adequaces of seven security of the indebtodness between such as the said to the adequaces of the said property and expenses of operation and collection, including these past dies and unpaid, and apply the said less costs around any indebtodness secured hereby, and in such order a bore-ficiary 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 property, and that property, and the application or release thereof as alterior, and any act do not see of default because of metables any act do not be presented to metables any act do pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured because of the indebtedness of the property of the property and the application of release thereof as altered. The header the metables in the property of the angelocial property of the angelocial

waive any default or no see of default hereunder or invalidate any act denorustant to such notice.

12. Upon default by franter in payment of any indebtedness vectored hereby or in his performance of any agreement hereunder, the beneficiary may default all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an devent due beneficiary at his election may proceed the trust dead event the beneficiary at his election may proceed to breefost this trust dead by in equit as a mortage or direct the truster beneficiary or the advertisement and sale. In the latter event the beneficiary or the truster shall advertisement and sale. In the latter event the beneficiary or the truster shall execute and cause to be recorded his written notice of default and his election set the said described real property to satisfy the obligations secured to set the said described real property to satisfy the obligations secured thereof as then required by law and proceed to foreclose this trust deed in the real end election of the said that any time prior to live days before the date set by the truster for the truster's sale, the granter or other prison so privileged the officiation secured to entire amount then due under the terms of the trust deed and trively, the entire amount then due under the terms of the trust deed and trively the entire amounts provided by law) other than such portion of the princed digitation secured in which event all foreclosure proceedings shall be demixed by the truster and the provided by law) other than such portion of the princed digitation secured in which event all foreclosure proceedings shall be demixed by the truster in the said shall be held on the date and at the time and place destanted in the said shall be held on the date and at the time and place destanted in the said shall be held on the date and at the time and place destanted in the said shall be held on the date and at the time and place destanted in the said shall be

the default, in which event all foreclosure proceedings shall be diemiced 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 note to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law e-one-ying shall deliver to the purchaser its deel in form as required by law e-one-ying shall deliver to the purchaser its deel in form as required by law e-one-ying shall be reported by the property so sold, but without any everanation warranty, express or implied. The recitals in the deed of any matters of tast shall be conclusive proof of the truthlulness thereof. Any person, excluding the trustee, but included the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expanses of sale, instability of the compensation of the trustee and a reasonable charte by trustee attorney. (2) to the obligation secured by the trust deed, (3) to all persons thaving recorded liers subsequent to the interest of the trustee in the trustee and a feet interests may appear in the order of their priority and (4), the surplus if any, to the granter on the surplus in the trustee in the trust.

simplies. If any, to the granten or to his successor in inferest entitled to turk simplies.

18. For any transmit promitted by the burchinary may from the time appoint a successor in successor is say transmit and bettern or to any experiment, and accessor truster appointed. Seconds: 1 seconds as Seconds and without convertance to the successor truster, seconds are successor trusters appointed are successor trusters, and duties contend under the seconds are made as a particular beautiful. Each such appointment and substitute shall be made by written hereunder. Each such appointment and substitute shall be made by written hereunder that are appointed which when tree-shall in the other of the trust defined in the other of the trust defined by the promotive estimate. (Clerk or Recorder of the country or counties in which the promotive estimate shall be conclusive proof of proper appointment of the microsoft further.

17. Trustee accepts this trust when this dead, duty executed, and acknowledged is made a public record as provided by law. Trustee is not oblighted to notify any party hereto of pending sale under any other dead of trust or of any action or proceeding in which granter, beneficiary at trustee whall be a party unless such action or proceeding is brought by trustee.

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 Mrexisting 15, 1976, recorded Becember Page 20053 with Gienger Enterprises, and Phyllis Joan Webstersky

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),

to 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, 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 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, of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Estaster C. 42 Chester O. Mann Anita W. Mann (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON. County of Klamath STATE OF OREGON, County of December /6 ,19 83 . 19 Personally appeared the above named Personally appeared Chester O. Mann and Anita W. Mann duly sworn, did say that the former is the who, each being lirst president and that the latter is the and lacknowledged the loregoing instrusecretary 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. their p voluntary act and deed. ment to be U Betore ma: State a Kate (OFFICIAL (OFF. Before me: Notary Public for Oregon Notary Public for Oregon My commission expires: 7-16 84 (OFFICIAL My commission expires: 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 reast deed have been rany paid and satisfied, to differences of indebtedness secured by said trust deed (which are delivered to you said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancer an evidences of indeolecties secured by said trust deed (which are derivered 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.....

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., PONTLAND, ORE.		STATE OF OREGON, County of Change St.	
Chester O. Mann	Certify that the within inst-		
Anita W. Mann		of	
Grantor Frederick S. Webster	SPACE RESERVED FOR		
Phyllis Joan Webster	RECORDER'S USE		
AFTER RECORDING RETURN TO Transamerica Title Ins. Co.		Record of Mortgages of said County. Witness my hand and seal of County affixed.	
600 Main Street Klamath Falls, Oregon 97601		HAME THE THE	
11	Pere: 79.00	By tilen Smith Deputy	