TN-1		STEVENS-NESS LAW PUBLISHING CO., PORTL	AND, OR, 9720
113 35202 37501	TRUST DEED	Vol. 184 Page - 1	896
ROBERI L. McINTERE and BARBARA L.	lst day of No	vember , 19.83	, between
as Grantor, KLAMATH COUNTY TITLE KLAMATH TEMPLE, an Oregon Cor	COMDANY		
as Beneficiary,	***************************************		
Grantor irrevocably grants, bargains inCounty, C	WITNESSETH: s, sells and conveys to true Oregon, described as:	stee in trust, with power of sale, the	property

The Northerly 10 feet of Lot 4 and the Southerly 55 feet of Lot 5 in Block 46 of Nichols Addition to the City of Klamath Falls according to the official plat thereof on file in the office of the County Clerk of 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SEVEN THOUSAND and NO/100

(\$7,000.00)

Dollars, with interest thereon according to the terms of a promissory not sooner paid, to be due and payable October 1

October 1, 19, 2003

not sooner paid, to be due and payable October 1 , 19 2003

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon;

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, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for illing same in the proper public oflice or offices, as well as the cost of all lien searches made by Itling officers or searching agencies as may be deemed desirable by the beneficiary.

destroyed thereon, and pay where distant mach incurred therefor.

3. To comply with all laws ordinant incurred therefor.

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5. To comply with all laws ordinant incurred therefor.

6. To provide infancing statements pursuant to the programmer of the provided of the provided in the provided in provided in the provided in the

(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 charde thereof; (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 lacts shall be conclusive proof of the truthfulness thereof. Truste's fees for any of the services mentioned in this paragraph shall be not less than \$5.

I. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed 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 or any part thereof, in its own name sure or otherwise collect the rents, issues and profits, including those past due and unplaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of live and other insurance policies or compensation or release thereof as alwaysaid, shall not cure or waive any default or notice of default betweender or invalidate any act done pursuant to such notice.

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

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any afteremen thereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In suce as event the beneficiary at his election may proceed to foreclose this trust eed by 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 hereby thereby, whereupon the trustee shall fix the time and place of sale, five notice thereby, whereupon the trustee shall fix 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 86.794.0 o. 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to live days before the date set by the trustee for the trustee's sale the frantor or other person so privileged by CRS 86.760, may pay to the during the terms of the trustee's and attorney's lead and the endicing the terms of the elicitary or his successors in interest, respectively, the entire amount then funder the terms of the trust deed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby creating the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 auction 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 conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee.

the grantor and beneliciary, may purchase ut the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney.

(2) to the obligation secured by the trust deed. (3) to all persons having recode as their interest subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, it any, to the granter or to an successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred on any tistee herein named or appointed hereinder. Each such appointment on and substitution shall be made by written instrument executed by beneficiary, containing reference to this timit deed instrument executed by beneficiary, containing reference to this timit deed instrument executed by beneficiary controlled in the office of the County Clerk or Recorder 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 acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of 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.

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 companyings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real ty of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 696.505 to 696.585.

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 (out if granter is a natural person) are for business or commercial purposes other than a 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 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.

RIANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is

Clicable; if warranty (a) is applicable and the beneficiary is a creditor

ROBERT MOTICE. * 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 2, 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. Robert L. McIntire I Mc Outu (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of Klamath December 2/ ,19 83. Personally appeared the above named.
Robert L. McIntire and Personally appearedand Barbara L. McIntire duly sworn, did say that the former is the who, each being first 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 deed.

Before me: and acknowledged the foregoing instrument to be theirvoluntary act and deed. (OFFICIAL) BOND (SEAL) BACTERY Public for Siege MY 60: RESSION EXPRESS APRIL 10, 10.17 -Before-ma Notary Public for Oregon (OFFICIAL My commission expires: SEAL) 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 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 rust deed have been unly 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 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 mcde. TRUST DEED (FORM No. 881) STATE OF OREGON, County of Klamath · SS. I certify that the within instrument was received for record on the 17th day of January 19.84, at 10:24 o'clock a. M., and recorded SPACE RESERVED in book/reel/volume No. M84 on

AFTER RECORDING RETURN TO WILLIAM M. GANONG ATTORNEY AT LAW
1151 PINE STREET
KLAMATH FALLS, OR 97601

Beneficiary

RECORDER'S USE

page 806 or as fee/file/instrument/microfilm/reception No. 32605, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk By PAm AnuthDeputy

Fee: \$8.00