nd wife , as Trustee, and
h power of sale, the property

offoregon.DEED

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 connec-

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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 August 1, The date of metanic at the final payment of the final payment of the date of metanic at the final society of the date of metanic at the final society of the date of metanic at the final society of the date of metanic at the final society of the date of metanic at the final society of the date of metanic at the date of

not sooner paid, to be due and payable <u>Augustally and the debt secured by this instrument is the date</u>, 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 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 beneticiary, then, at the beneticiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

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STATE OF ORIGON

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trol, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join (c) any granting any easement or creating any restriction thereon; (b) for any carbon of the property. The subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person of the rest but the property. The conveyance may be described as the "person of the trothuluness thereol. Trustee's lees tor any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault 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 adeuacy of any security to the indebtedness hereby secured, enter upon and take possession of said property is less upon any indebtedness secured hereby, and in such order as bareness of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as bene follower, and thered, is and taking possession of said property, the onlicies or compensation or awards for any taking or damage of the property, and the application or release thereol and original not cure or waive any delault or notice.
12. Upon default by grantor in payment of any indebtedness secured thereol as and notice.

waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness 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 devent the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be neoved his written notice of delault and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, five notice hereby, whereupon the trustee shall fix the time and place of sale, five notice hereby, whereupon the trustee shall fix the time and place of sale, five notice thereois 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 beneficiary elect to fore days before the date set by the trustee for the trustee's sale, the grantor or on the person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respec-tively, the entire amount then due under the tarse actually incurred in eologing the terms of the obligation and trustee's and attorney's lees not ex-ceeding the amounts provided by law) other than autor ports of the prive the delault, in which event all foreclosure proceeding shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place deviated in the part of the before the date and at the time and place deviated in the part of the brid on the date and at the time and place deviated in the part of the before the date and the time and place deviated in the part of the before the date and at the time and place deviated in the part of the place of the before the date and the time and pla

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surplus, if any, to the grantor or to his successor in interest entired to such surplus. 16. For any reason permitted by law beneliciary may from time to time 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, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and subsitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of 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 of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustees shall be a party unless such action or proceeding is brought by trustee.

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 lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches; the United States or any agency thereof, or an escaw agent licensed under ORS 696.505 to 696.585.

13072 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto and the ended . . 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 This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 boneficiary 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 QREGON, county of Acefel 20 , 19 84 , 19 Personally appeared and Personally appeared the above named Alfred who, each being first R. Young and Elizabeth Bowling duly sworn, did say that the former is the Young, husband and wife president and that the latter is the G. N76 secretary of

27 e lette anti acknowledged the foregoing instrutheir voluntary act and deed. ent to L Betere me: lir

INE Letho 1.0 SEAL) OF ORIS Notary Public for Oregon 198 My commission expires " minimum

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TO:

holds to the

	a corporation, and that the seal affixed to the foregoing instrument is the
	a conportation, and that the seal attixed to the foregoing instrument is the
	sealed in behalt of said corporation by authority of its board of directors;
	and each of the said corporation by authority of its board of directors;
6	and each of them acknowledged said instrument to be its voluntary act
	and deed.
	and deed.

Beneficiary

Notary Public for Oregon My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

, 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

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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	RES 50.]; in the Cou	STATE OF OREGON, County of Klamath
Alfred R. Young and		I certify that the within instrument was received for record on the <u>15t</u> day of <u>August</u> 1984
Elizabeth Bowling Young. H & W. Grantor Pacific West Mortgage Co.	SPACE RESERVED	at 3:53o'clock P.M., and recorded in book/reel/volume No
an Oregon Corporation Co	an Organ Lurpur Lic	ment/microfilm/reception No. 39475., Record of Mortgages of said County. Witness my hand and seal of
AFTER RECORDING RETURN TO Pacific West Mortgage Co. P.O. Box 13909 Salem, OR 97309	atoma warma interest and a second second	County attixed. Evelyn Biehn, County Clerk NAME By Flom Inch Deputy

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