company e to real 696.585

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 con or savings 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 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 690-500 to 600 CS 690-500 to 600 to

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The above described real property is not currently used for agricul 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 perty in good condition to commit or permit any waste of said property. The same security of the same security of the same security manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. J. To comply with a fuely and the buildings, covenants, condi-tions and restrictions attecting said property; if the buildings, covenants, condi-ional code as the beneficiary may require and to pay for filing same in the building of same searching agencies as may be deemed desirable by the building and continuously maintain insurance on the buildings

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 grantcr, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

surplus, if any, to the dentor or to his successor in interest entities to such surplus. If Beneliciary may from time to time appoint a successor or succes-ors to any trustee named herein or to any successor trustee appointed here-under, app insuccessor trustee and without conveyance to the success-trustee, the latter shall be valid with all tille, powers and duties confidence and substitution shall be made or appointed hereunder. Each such appointment which, when recorded in the avertage records of the county or counties in the avertage of the county or counties in a the successor trustee.

the grantor and beneficiary, may person, excluding the trustee, but including 15. When trustee supremains to the powers provided herein, trustee cluding the proceeds of sale to payment of (1) the expense of sale, in-attorney, (2) to the obligation secured by the trasenable charge by trustee's having recorded liens unbequent to the interest of deed. (3) to all persons aurplus, if any, to the grantor of the interest of the trustee in the trust aurplus. 16. Beneficiery may from the successor in interest entitled to such aurplus.

Logether with trustee's and attorney's tees not exceeding the amounts provided by law. 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 in one parcel or in separate parcels and shall sell the parcel's either shall deliver to the purchaser its deat, payable at the time of sale. Trustee the poperty so the purchaser its deat, payable at the time of sale. Trustee plied. The recitals in the deed of any matters of lact shall be conclusive proof the truthkulnes in the deed of any matters of lact shall be conclusive proof the grant and beneficiary, may purchase at the sale. 15. When trustee sells oursuant to the powers provided herein, trustee

the manner provided in ORS 86.735 to 88.795. 13. After the truste east commenced foreclosure by advertisement and sale, and at any time prior to 5 days where the date the truste was sale, and at any time prior to 5 days where the date the truste was sale, and at any time prior to 5 days where the date the truste was sale, and the granting of the detail of the the trust device the same secured by the trust deed, the detault may be cured by when due, on then be due hat the time of the detault may be cured by advertise and being cured my be cured by tendering the performance requires about obligation or trust deed. In any case, in addition to curing the default out and expenses actually incurred in enforcing the obligation of the frust deed together with trustees and attorney's less not exceeding the amounts provided 14. Otherwise, the sale shall be held on the date of the date of the same provided

ultural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in subordination or other afferement allocation thereon; (c) join in any exement or creating any restriction thereon; (c) join in any exemption or other afferement allocation thereon; (c) join in any exemption or person and the recitals thereon any part of the property. The described as the "person or persons be conclusive protecto," and the recitals thereon any part of the property. The exemption of the truthfulness thereon of any matters or have a start of the property. The person or person, by merunder, beneficiary may at any period to the start of the property. The pointed by a cotice, either in person, by default or by a receiver to be appointed by a cotice, either in person, by default or by a receiver to be appointed by a cotice, either in person, by merunder, beneficiary may at any pointed by a cotice, either in person, by default or by a receiver to be appointed by a cotice, either in sown man and take possession of said property, including those past due and or other wise collect the rest and property, and with application or release thereody and in such order as before thereod, in the south and in such order as before any determing upon and taking possession of said property, the property, and the application or release thereod as aloresaid, shall not cure or invalidate and actuate posteces of the start and start or invalidate and actuate of the proceeds of the advertise of the proceeds of the advertise of the proceeds of the start and the start of the start and the start of the start and the start of the start and a start of the start and the start of the start and the start of the start and a start of the start and the start a

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sconer paid, to be due and payable Per Terms of note Interest of principal and interest hereof, if The date of maturity of the debt secured by different to the debt secured by different payment of principal and interest hereof, if

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SCON DO EST

TRUST DEED

FORM No. 887

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See attached legal description Lr:

Oregon Trust Deed Series-TRUST DEED

40074

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

Brian E. Allen and Sharon M. Allen, Husband and Wife as Grantor, Mountain Title Co., Inc. Harry G. Davis

MIC-13920-L TRUST DEED

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esquerant.

....., as Trustee, and

between

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ol. M& Page 14034

The grantor covenants and agrees to and fully seized in fee simple of said described real.	with the beneficiary and	14035 those claiming under him, that he is law-
(4) A second se Second second sec		
and that he will warrant and forever defend th	e same against all persor	ns whomsoever.
$ \frac{1}{2} \sum_{i=1}^{n} 1$		
The grantor warrants that the proceeds of the lo (a)* primarily for grantor's personal, family, how (b) for an organisation, or (oven it granter is a	ischold or agricultural purpo	ans (see Important Notice helow)
-purposes. This deed applies to, inures to the benefit of an tors, personal representatives, successors and assigns. Th contract secured hereby, whether or not named as a bene masculine gender includes the feminine and the neuter,	e term beneficiary shall mea ficiary herein. In construing :	this deed and whenever the context so requires, the
IN WITNESS WHEREOF, said grantor		
* IMPORTANT NOTICE: Delete, by lining out, whichever warra not applicable; if warranty (a) is applicable and the benefici as such word is defined in the Truth-In-Lending Act and R	ary is a creditor Bri egulation Z, the	Guan E. allen
beneficiary MUST comply with the Act and Regulation by disclosures; for this purpose, if this instrument is to be a FIRS the purchase of a dwelling, use Stevens-Ness Form No. 130 if this instrument is NOT to be a first lien, or is not to fina of a dwelling use Stevens-Ness Form No. 1306, or eaulyales	T lien to finance 5 or equivalent; net the purchase	haron Mallen
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,	te provinsi sur e provinsi	County of) 85.
County of Klamath august 15, 19 84	Personally appea	
Personally appeared the above named		
secretary of a corporation, and that the seal attized to the foregoing instrument is corporate seal of said corporation and that the instrument was signed sealed in behalt of said corporation by authority of its board of direct		
		orporation and that the instrument was signed and
mont to be. Dell' S voluntary act and deed.	and each of them ackr and deed. Before me:	nowledged said instrument to be its voluntary act
SEAL) Notary Public for Oregon	Notary Public for Oreg	on (OFFICIAL SEAL)
My commission expires: ///3/8 5	My commission expires.	• ••••••••••••••••••••••••••••••••••••
REC The second se	UEST FOR FULL RECONVEYANCE	aid.
<i>T</i> 0:	, Trustee	
trust deed have been fully paid and satisfied. You hereb	v are directed, on payment to	
said trust deed or pursuant to statute, to cancel all evi herewith together with said trust deed) and to reconvey, a estate now held by you under the same. Mail reconveyar	vithout warranty, to the par	
ETHE ATT ACTOR SECTOR STREET	CREASE F SE SUCCESSION	
1		·
Do not lose or destroy this Trust Dood OR THE NOTE which it so	curse. Both must be delivered to the	Beneficiary
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TRUST DEED	and lend term	STATE OF OREGON,
(FORM No. 881) STEVENE-NESS LAW PUB. CO., PORTLAND, ORE.		I certify that the within instrument was received for record on theday
Greatic correctably damate, ter an co 	i an	of
Grantor	SPACE RESERVED	in book/reel/volume No on page or tee/file/instru-
	RECORDER'S USE	ment/microfilm/reception No, Record of Mortgages of said County.
AFTER RECORDING RETURN TO	r Ball Miller Brittinger och	Witness my hand and seal of a County affized.
MOUNTAIN TITLE COMPANY, INC.		NAME TITLE
	KILLESTAN	By
· · · · · · · · · · · · · · · · · · ·		

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DESCRIPTION

All that real property situated in Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being a portion of the NW&SE& of Section 6, more

Government Lot 17 of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion thereof described in Quitclaim Deed to Klamath County in Volume 289, page 479, Klamath County Deed Records being the Western 30 feet of the St of said Government Lot 17. TOGETHER WITH an undivided 1/40th interest in and to the following:

That portion of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point on the West right of way line of the old Dalles-California Highway (State Highway No. 427) 10 feet Southerly along said West right of way line from the intersection of the South line of Lot 3, Section 6, Township 35 South, Range 7 East of the Willamette Meridian, and said West right of way line; said point of beginning being the Southeasterly corner of a parcel of land described in a deed recorded in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Southerly along the said West right of way line a distance of 90 feet to a point; thence Westerly and parallel with the Southerly line of said Lot 3 to the Easterly shoreline of Agency Lake; thence Northerly along the said Easterly shoreline to the Southwest corner of said parcel of land described in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Easterly along the Southerly boundary of said parcel so described to the point of

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

on this_ 15 day of Aug. 3:52 A.D. 19 o'clock P recorded in Vol. <u>M84</u> . M, and duly of Mortgages ^{°age_14}034 EVELYN BIEHN, County Cierk By FAm Amith Deputy 12.00