TRUST DEED

THIS TRUST DEED, made this 2nd day of February 19 81, be ROBERT D. DAMUTH and JUANITA M. DAMUTH, husband and wife

as Grantor, TRANSAMERICA TITLE INSURANCE COMPAN

KATHRYN A.

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

A tract of land situated in Government Lot 3, Section 31, Township 37 South, Karry 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies North 1° 55' East a distance of 647.2 feet and North 63° 31' West a distance of 507 feet from the Southeast corner of Lot 3; thence continuing North 63° 31' West 75 feet; thence South 26° 39' West 282 feet; thence South 63° 31' West 75 feet; thence North 26° 39' Feet 92 feet; thence South 63° 21' East 150 feet;

thence North 26° 39' East 92 feet; thence North 63° 21' West 75 feet; thence North 26° 39' East 190 feet to the point of beginning.
THIS TRUST DEED IS BEING RECORDED JUNIOR AND SUBORDINATE TO PRIOR CONTRACTS

OF SALE.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

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 Nineteen thousand nine hundred fifty-one and 51/100 - - Dollars, with interest thereon according to the terms of a promissory 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

becomes due and payable.

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

not sooner paid, to be due and payable.

The date of maturity of the debt secured by this instrument is becomes due and payable.

The chove described real property is not currently used for agricults. The chove described real property is not currently used for agricults. To protect, preserve and maintain said property in good committion and repair; not to remove or demolish and property in good committion and repair; not to remove or demolish and property in good committion and repair; not to remove or demolish and opacity.

It is published to improve ment which may be constructed, damaged or destroyed thereon, and pay when due all coats to be dulations, covenants, conditions and restrictions of the property; if the beninging year, equests, to food and restrictions and restrict

(a) consent to the making of any man or plat of said property; (b) join in transing any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge returned; (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconvey, without warranty, all or any part of the property. The first of the service of the transition of the agreement of the agreement of the agreement of the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by the collection part thereof, in its own name sue or otherwise collect the rents, ersue and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attories 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 tire and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as adoresaid, shall not cure of varive any default to motice 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 eardiness.

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 beneficiary may declare all sums secured hereby immediately due and payable. In such an event 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 and advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured to sell the said described real property to satisfy the obligations secured thereby, whereupon the trustee shall fix the time and place of sale, give 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 beneficiary elect to foreclose by advertisement and sale

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to toreclose by advertisement and sale then after default at 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 trustee for the trustee's sale, the grantor or other person so privileged by trustee for the amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in obligation secured thereby (including costs and expenses actually incurred in confidence of the obligation and trustee's and attorney's tees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure tipal day would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure 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 ostponed as provided by law. The trustee may sell said property either another process of the process and sale and the parcel or parcels and sale sale that the parcel or parcels are sale developed to the parcel or parcels at another the property so sold, but without any covernant or warranty, express or imported. The recitals in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursual: to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustee attorney, (2) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (3) to the spential liens 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, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustees of the successor trustees. Upon such appointment, and without conveyance to the successor trustee, the latter shall be extent with all title, only any trustee herein painted or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiarly, containing reference to, this trust deed instrument executed by beneficiarly, containing reference to, this trust deed instrument place of record, which, when recorded in editic of the Cuntry clerk or Recorder of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

18. Trustee accepts this trust when this deed, duly rescuted 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.

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 laws 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 escrow 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 except as to prior Contracts of Sale as stated also on the front page hereof

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 tor grantor's personal, family, household or agricultural purposes (see Important Notice below),

(b) tor an organization, or (even it 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 leminine 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 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.) (ORS 93.490) STATE OF OREGON. STATE OF OREGON, County of. County of Klamath February // , 19.8/ Personally appeared ... onally appeared the above named..... Daguethwho, each being first duly sworn, did say that the former is the...... nita M. Damut 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 each of them acknowledged said instrument to be its voluntary act and acknowledged the toregoing instrutheir voluntary act and deed. (OFFICIAL Betote me:) (OFFICIAL SEAL) Notary Public for Oregon Before me: Notary Public for Oregon My commission expires: //- 3 -82 (OFFICIAL My commission expires: 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 tully 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 38 89 5 DATED: Sysons Partie Burn Sa, saer pag SHORES IL CAR TO MAN TO SAL REPORT OF голен да 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 081 8056 SOUTH (FORM No. 88151) A THERE STATE OF OREGON, County ofKlamath I certify that the within instrument was received for record on the -12th day ofFebruary...., 1981..., Grantor SPACE RESERVED FOR RECORDER'S USE Record of Motivage of said Coomy.

Witness in linand and sent of
County affixed

Evelyn Breim County Flack Beneficiary AFTER RECORDING RETURN TO Kathryo a. Dearbox 19171 8. Pacific Huy. West Lina, Oregon 27068

TISS2

fee \$7.00

By Dernetha Delach Deputy

CORRECTED LEGAL DESCRIPTION

A tract of land situated in Government Lot 3, Section 31, Township 37 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies North 1°55' East a distance of 647.2 feet and North 63°31' West a distance of 507 feet from the Southeast corner of Lot 3; thence continuing North 63°31' West 75 feet; thence South 26°39' West 282 feet; thence South 63°21' East 125 feet; thence North 26°39' East 132 feet; thence North 63°21' West 50 feet; thence North 26°39' East 150 feet to the point of beginning.

After Recording Return to:

Mrs Kathryn Bucy 890 S.W. Willow Creek Diwe

alaha. Diegon 97006

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

on this 17 day of Sept. D. 19 84 at 3:14 o'clock P M, and de recorded in Vol. M84 of Mortgages
Page 16064

EVELYN BIEHN, County Clerk

Fee_12.00