

THIS TRUST DEED, made this 17 day of
WILLIS O. CHILDERS and ALICE CHILDERS, husband and wife

as Grantor, RONALD A. IRVINE, Attorney at Law, as Trustee, and

as Grantor, _____

 ALBERT R. IRVINE and AGNES C. IRVINE

as Beneficiary, **WITNESSETH:** _____, Trust with power of sale, the property

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, all that certain lot or lots of land, to-wit: _____
in _____ County, Oregon, described as:

Grantor irrelevant; see
Klamath County, Oregon, described as:

Beginning at an iron pipe which is North 1331.79 feet and East 2078.17 feet from the Southwest corner of Section 1, Township 24 South, Range 6 East of the Willamette Meridian in Klamath County, Oregon; thence N. 88° 16' E. a distance of 75 feet to an iron pipe; thence N. 01° 44' W. to the centerline of Crescent Creek; thence Westerly along the centerline of Crescent Creek to a point that is N. 01° 44' W. of the point of beginning; thence S. 01° 44' E. to the point of beginning.

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 (\$10,000.00) Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, if

sum of (\$10,000.00) _____
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal
October 31, 1987
not sooner paid, to be due and payable
of the debt secured by this instrument is the date, stated above, on which the final installment of said note
interest thereon, or any part thereof, or any interest therein is sold, agreed to be
the property, or any part thereof, or any interest therein is sold, agreed to be
the property, or any part thereof, or any interest therein is sold, agreed to be

note of even date herewith, payable to beneficiary of October 31, 1987, on which the final installment of said note not sooner paid, to be due and payable. The date of maturity of the debt secured by this instrument, on 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 beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

herein, shall become immediately due and payable. The property herein is not currently used for agricultural, timber or grazing purposes.

Consent to the making of any map or plat of said property: (b) join in any map or plat of said property; (c) join in any

[illegible][illegible][illegible][illegible][illegible]

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein and without successor trustee appointed hereunder. Upon such appointment and without conveyance to the said successor trustee, the latter shall be vested with all title, powers and title conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution 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 proof of the 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 or 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.

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for 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 reservations and restrictions as disclosed by Deed from Tim Delaney and May Delaney to Grantors dated June 10, 1966, recorded October 27, 1967 in M-67 on page 8402, records of Klamath County, Oregon; and trust deed given by Grantors to Cascade Title Co. as Trustee for Joseph S. Kominex and Ruth B. Kominex, as beneficiaries, dated January 3, 1978 and recorded January 16, 1978 in M-78 on page 936 and rerecorded February 8, 1978 in M-78 on page 2384, records of Klamath County, Oregon, and that they 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:

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 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. 1303 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,)
County of Lane) ss.
November 14, 1984

Personally appeared the above named
WILLIS O. CHILDERS and
ALICE CHILDERS

STATE OF OREGON, County of _____) ss.
November 14, 1984

Personally appeared _____ and
_____, who, each being first
duly sworn, did say that the former is the
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 deed.

Before me:

NOTARY PUBLIC
SEAL
Before me:
Notary Public for Oregon

My commission expires: 12-14-87

Notary Public for Oregon

My commission expires:

(OFFICIAL
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 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 _____

DATED: _____, 1984

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., PORTLAND, ORE.

WILLIS O. CHILDERS and

ALICE CHILDERS

Grantor

ALBERT R. IRVINE and

AGNES C. IRVINE

Beneficiary

AFTER RECORDING RETURN TO

RONALD A. IRVINE, P.C.
210 SOUTH FIFTH STREET
COTTAGE GROVE, OR 97424

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 21st day of November, 1984, at 2:23 o'clock P.M., and recorded in book/reel/volume No. 184 on page 19738 or as document/fee/file/instrument/microfilm No. 43469, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Bernetha J. Petch Deputy