

43915

TRUST DEED

Vol. 1184 Page 20520

19th, between

THIS TRUST DEED, made this 4th day of
DONALD A. CLAUNCH and ZINA F. CLAUNCH, husband and wife

as **Grantor**, ASPEN TITLE & ESCROW, INC., an Oregon corporation, as **Trustee**, and STEVEN A. MITCHELL and SHARON K. MITCHELL, husband and wife with full rights of survivorship, as **Beneficiary**.

WITNESSETH:

WITNESSETH:

as Beneficiary.

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

THIS TRUST DEED IS A SECOND TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST MORTGAGE IN FAVOR OF STATE OF OREGON. REPRESENTED AND ACTING BY THE DIRECTOR OF VETERANS' AFFAIRS.

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.

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

SEE ONE AND 25/100-----

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of NINETEEN THOUSAND THREE HUNDRED EIGHTY ONE AND 28/100 ----- Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, it

(19,381.28)

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 beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

This instrument and the property it secures are not currently used for agricultural, lumber or grazing purposes.

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

shall be a party unless such action is precluded by

[illegible]

NOTE: This First Deed Affidavit is to be retained by the grantor. It is not to be recorded. It is to be used to prove the grantor's ownership of the property in the event of a dispute. It is to be used to prove the grantor's ownership of the property in the event of a dispute.

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

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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
purposes.

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 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.)

STATE OF OREGON,

County of Klamath

December 6, 1984

Personally appeared the above named
Donald A. Claunch and Zina E.
Claunch

STATE OF OREGON, County of

Personally appeared

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

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires

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:

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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)

Donald A. Claunch

Zina E. Claunch

Steven A. Mitchell

Sharon K. Mitchell

Grantor

SPACE RESERVED

FOR

RECORDING USE

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.

STATE OF OREGON,

County of

I certify that the within instrument
was received for record on the day
of 1984
at o'clock PM, and recorded
in book reel, volume No. on
page or as fee/file/instru-
ment/microfilm reception No.
Record of Mortgages of said County.

Witness my hand and seal of
County Affixed.

By Deputy

EXHIBIT "A"

PARCEL 1:

A tract of land situated in the Southwest quarter of Section 20, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron pin on the East boundary of the County Road, said point being South 1,216 feet and East 35 feet from the West quarter corner of said Section 20; thence South, along the East boundary of the County Road, 200 feet to an iron pin; thence East 260 feet to an iron pin on the Southwest boundary of K.I.D. No. 2 Drain; thence North 27° 20' West, along the Southwest boundary of K.I.D. No. 2 Drain, 225.2 feet to an iron pin; thence West 165.3 feet, more or less, to the point of beginning.

PARCEL 2:

Beginning at the Southwest corner of Section 20, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence Northerly 1561.35 feet; thence Easterly to Klamath Irrigation District Drainage No. 2 boundary; thence South-easterly, along the K.I.D. Drainage No. 2 boundary, to the South boundary line of said Section 20; thence Westerly to the point of beginning,

EXCEPTING THEREFROM that certain tract of land, conveyed to Duane Blackman and Darlene Blackman, his wife, by deed dated May 27, 1959, and recorded in Volume 312 at page 646, Klamath County Deed Records.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 17 day of December A.D. 1961
 at 1:45 o'clock P.M. and do
 recorded in Vol. 312 of Deed
 Page 20522

EVELYN BIEHN, County Clerk

By Thomas Smith DeputyFee 12.00