

DEED OF TRUST AND ASSIGNMENT OF RENTS

52744

ATC: 29125

DATE FUNDS DISBURSED AND INTEREST BEGINS
IF OTHER THAN DATE OF THE TRANSACTION
Sept. 5, 1985

ACCOUNT NUMBER
3654-402264

DATE OF THIS DEED OF TRUST
August 30, 1985

GRANTOR(S)

BENEFICIARY

Return:

Return:
TRANSAMERICA FINANCIAL SERVICES

ADDRESS: 707 Main St., P.O. Box
North Falls, OR 97601

CITY: Klamath Falls
NAME OF TRUSTEE: Aspen Title

GRANTOR(S)

... ..

(1) Clinton L. ...
Frances Garnor Fowler

ADDRESS: P.O. Box 336, F

CITY: Merrill, OR 97633

FIGURES FUTURE ADVANCES

TITLE
THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 22080.89 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath :

See attached EXHIBIT "A"

Do not lose or destroy. This Deed must be delivered to the Trustee for cancellation before reconveyance will be made.

By _____

BA _____

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

89
The said real property is not currently used for agricultural, timber or grazing purposes.

The premises following, and none other,
together with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors and assigns, are hereby conveyed by the same, with or without taking possession of the same, to the said premises and/or

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

(4) Grantor(s) agree to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s) of the premises of this description in connection with any sale and conveyance of the premises of this description.

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law. Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

(7) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(8) Notwithstanding anything in this Deed of Trust, or the Promissory Note secured hereby, to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(9) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust in this Deed of Trust of the singular shall be construed as plural where appropriate.

(10) Invalidity of unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Trustor accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustor 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(s), Beneficiary, or Trustor shall be a party, unless brought by Trustee, under or under the provisions of any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustor shall be a party.

(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinafter set forth.

(13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinafter set forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date **August 30, 1985**

Signed, sealed and delivered in the presence of: and in a book and acknowledged before me on this day of **August**, 1985.

Witness *Clifton L. Fowler* **Clifton L. Fowler** (SEAL)

Witness *Frances Carnor Fowler* **Frances Carnor Fowler** (SEAL)

County of **Clatsop**

On this day of **August**, 1985, at **Clifton L. Fowler** and **Frances Carnor Fowler** personally appeared the above named

Clifton L. Fowler and **Frances Carnor Fowler** and acknowledged the foregoing instrument to be their act and deed before me, **My Commission expires 12-21-88**

NOTARY PUBLIC OREGON

REQUEST FOR FULL RECONVEYANCE

Dated **August 30, 1985**

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the named herein above and for the use and behoof of the parties designated by the terms of said Deed of Trust.

By _____ **By** _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF OREGON		COUNTY OF		TRUST DEED	
NAME OF TRUSTEE	CLATOP COUNTY	NAME OF TRUSTEE	CLATOP COUNTY	NAME OF TRUSTEE	CLATOP COUNTY
CITY	CLATOP	CITY	CLATOP	CITY	CLATOP
ADDRESS	101 MAIN ST., CLATOP, ORE. 97101	ADDRESS	101 MAIN ST., CLATOP, ORE. 97101	ADDRESS	101 MAIN ST., CLATOP, ORE. 97101
RECORDING	1985	RECORDING	1985	RECORDING	1985
DATE OF DEED	August 30, 1985	DATE OF DEED	August 30, 1985	DATE OF DEED	August 30, 1985

DEED OF TRUST AND ASSIGNMENT OF BENEFIT

101 MAIN ST. CLATOP ORE 97101

EXHIBIT "A"

13980

DESCRIPTION

A portion of Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the Westerly right of way line of the U.S.R.S. Drain 6, with the section line common to Sections 2 and 11, Township 41 South, Range 10 East of the Willamette Meridian, said section line being also the center line of a county road running West from the Town of Merrill, Oregon, and which point of beginning bears West 2098.6 feet from the section corner common to Sections 1, 2, 11 and 12, said township and range; thence West along section line 100 feet; thence South 130 feet; thence East 100 feet; thence North 130 feet to the point of beginning.

EXCEPTING THEREFROM the Southerly 15 feet of said property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of September A.D. 19 85 at 10:58 o'clock A M., and duly recorded in Vol. M85 day
of Mortgages on Page 13978

FEE

\$13.00

By Evelyn Biehn, County Clerk
[Signature]