THIS TRUST DEED, made this 23rd day of October Phil and Mary Barry as Grantor, Mountain Title James and Janice Lancaster as Beneficiary,

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

See attached Exhibit A incorporated herein

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.

OR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Thirteen Thousand Five Hundred and no/100 (\$13,500.00)

note of even date herewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, it sooner paid, to be due and payable WHEN PAIG IN ILLI.

XMXXXXX

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 sooneyed, assigned or alienated by the grantor without lirst having obtained the written consent or approval of the beneficiary, shall become immediately due and payable.

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

The state of the and payable. In the event the within sold, conveyed, assigned or alienated by the grantor without lits sold, conveyed, assigned or alienated by the grantor without lits then, at the benediciary's option, all obligations accured by this instance, and the content of the conte

(a) Consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge afterness; (d) reconvey, without many and on any part of the property. The thereof; (d) reconvey, without marranty, all or any part of the property. The failing the first of the property and the property, and the property and the property, and the property, and the property, and the property, and the property and the pro

thereon as then required by the many parts of the manner provided in ORS 86.735 to 86.795.

13. Alter the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the stantor or any other person to privileged by ORS 86.753, when due, summarised to the sale of the

together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and be postponed in the notice of sale or the time to which said sale may lead to the postponed as provided by law. The trustee may sell said property either one prace of in separate parcels and shall sell the parcel or parcels at shall delive to the purchaser its deed in payable at the time of sale. Trustee the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof the trustee, but including the frustee, but including the france and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein trustee.

the grantor and beneticiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's hatterney. (2) to the obligation secured by the trust deed. (1) of all persons deed as their interests may appear in the order of their interests may appear in the order of their priority and (4) the surplus. It any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantor or to me successor in meters remined to surplus.

16. Bereliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointment, and without conveyance to the successor trustee. He latter shall vested with all title, powers and surface conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named by written instrument executed by beneficiary, which the property is situated, shall be conclusive proof of proper 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 frust or 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 Bor, 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 subsidiarles, affiliates, agents or branches, the United States or any agency thereof, or an excrow 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 law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever. The grantors do not warrant that the property is suitable for any particular purpose.

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, tamily, household or agricultural purposes (see Important Notice below),

for 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 tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and whenever the context so requires, 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 terminine 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; the purchase of a dwelling use Stevens-Ness Form No. 1305 or equivalent. If compliance with the Act is not sequired, disregard this notice. (If the signer of the above to a corporation use the form of debrowledgment opposite.) STATE OF OREGON, County of ... STATE OF OREGON, County of | Klamath Personally appeared , 19 đwho, each being first Personally appeared the above named.
Phil and Mary Barry 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 death. acknowledged the foregoing instruvoluntary act and deed. ment to be (their Before me: Stelle (OFFICIAL (OFFICIAL SEAL) Notary Public for Oregon SEAL) Notary Public for Oregon My commission expires: My commission expires: 7// REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 bytyou under the same. Mail reconveyance and documents to DATED: Beneficiary not lose or destroy this Trust Dood OR THE NOTE which it recures. Both must be delivered to the trustee for cancellation before reconveyance will be STATE OF OREGON, garage and a County of TRUST DEED I certify that the within instrument was received for record on theday of, 19....., In book/reel/volume No. onor as fee/file/instru-SPACE RESERVED page Grantor ment/microfilm/reception No..... FOR Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. Beneticiary AFTER RECORDING RETURN TO Autom Pin Deputy dare lengt 1012 3

17261

BEGINNING at a point on the east line of Lot #2, Block 6, Third Addition to Altamont Acres, which lies 150.9 feet south of the northeast corner of Lot #1 of said Block 6, and thence south on the east line of said Lot #2 a distance of 88 feet, more or less, to the southeast corner of said Lot #2; thence west along the south line of said Lot #2 a distance of 99.7 feet to a point; thence north and parallel to the east line of said Lot #2 a distance of 88 feet to a point; thence east and parallel to the south line of said Lot 2 a distance of 99.7 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.										
Filed 6	or record at request o	f					the	23rd		_ day
		A.D., 19 8	at _	3:23	o'clockP	M., and	duly recorded in	ı Vol	<u> M85</u>	,
of Mortgages				on Page17259						
	410.00	 -	_		Evelyn	Biehn,	County Cle	rk	-H	5_
FEE	\$13.00				ъу _					