

**54912**

Fred Redmon and Marylou Redmon, Husband and Wife  
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

**as Beneficiary,**

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys  
Klamath County, Oregon, described as:

Lot 3 in Block 4, TRACT NO. 1103, EAST HILLS ESTATE,  
according to the official plat thereof on file in the office of  
the County Clerk of Klamath County, Oregon.

[illegible]

sum of TWENTY TWO THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 54/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and made by grantor, the final pay-  
 note sooner paid, to be due and payable Per Terms of note 19, 19\_\_\_\_, on which the final installment of said note  
 and maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
 this described property, or any part thereof, or any interest therein is sold, agreed to be  
 the written consent or approval of the beneficiary,  
 expressed therein, or

The date of maturity of the debt secured by this instrument shall be the date when the property becomes due and payable. In the event the within described property, or any part thereof, is 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.

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

pelate court shall have such appeal.

8. It is mutually agreed that:

a. In the event that all or all of said property shall have the right of eminent domain or condemnation, beneficiary shall have the right to require that all or any portion of the amount required right, if it so elects, to which taking, which are in excess of compensation for reasonable costs, expenses and attorney fees, incurred by grantor in such proceedings, shall be paid to beneficiary by grantor upon any reasonable costs and expenses and attorney fees, applied by the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings; and the balance applied upon such actions both in the trial and appellate courts, at its own expense, to take such actions secured hereby; grantor agrees, as shall be necessary, to execute and execute such instruments as shall be necessary.

b. At any time and from time to time upon written request of beneficiary, payment of its full reconveyances (for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), trustee may the liability of any person for the payment of the indebtedness, trustee may

16. Beneficiary may from time to time appoint a successor of his surplus, if any, to the same position.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in 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 the grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

18. The undersigned, who is an active member of the Oregon State Bar, a bank, trust company, insurance agent licensed under ORS 696.030 to 696.530, is authorized to execute this deed on behalf of the United States, a title insurance company authorized to insure title to real estate in the United States, a title insurance company licensed under ORS 696.030 to 696.530.

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.

17620

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  
Trust Deed recorded February 13, 1978 in Volume M78 page 2668  
Mortgage Recorded September 28, 1979 in Volume M79 page 23069  
Trust Deed Recorded December 4, 1981 in Volume M81 page 20826  
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.

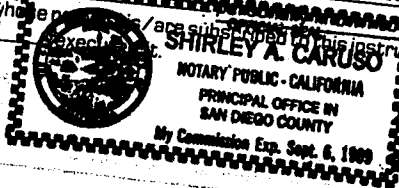
(If the signer of the above is a corporation,  
use the form of acknowledgment on inside.)

*Fred Redmon*  
Fred Redmon  
*Mary Lou Redmon*  
Mary Lou Redmon  
10-28-85

### NOTARY ACKNOWLEDGEMENT INDIVIDUAL

STATE OF CALIFORNIA  
COUNTY OF San Diego

On this 28 day of October, in the year 1985, before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared Fred Redmon and Mary Lou Redmon  
and they acknowledged to me on the basis of satisfactory evi-  
dence that they are the persons whose names are subscribed to this instrument, and acknowledge that  
they



*Shirley A Caruso*  
Notary Public

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: \_\_\_\_\_, 19\_\_\_\_

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.  
Beneficiary

### TRUST DEED (FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

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 29th day  
of October, 1985,  
at 2:31 o'clock P.M., and recorded  
in book/reel/volume No. M85 on  
page 17619 or as fee/file/instru-  
ment/microfilm/reception No. 54912  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.

*Evelyn Biehn*  
NAME  
By *[Signature]* TITLE  
Deputy

Fee: \$9.00