637-Cropse Trust Beed States-TELIST DEED. FOCUL No. 396-636 STEVENS-NESS 57244 Vol MEL Page 738 TRUST DEED THIS TRUST DEED, made this 19 HOWARD MESEE, JR. MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY dav of September , 19 85 , between MOUNTAIN TITLE COMPANY OF REGULT COULT and CHARLES W. BIAGGE, PEGGY J. BIAGGI, THOMAS M. VENABLE and PATRICIA A. WITNESSETH VENABLE as Grantor, , as Trustee, , as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath in A parcel of land located in the NE1/4 NW1/4 of Section 34, T.385., R.11-1/2E., W.M., Klamath County, Oregon, being more particularly described as follows: Beginning at a point from which the north 1/4 corner of Section 34, T.385., R.11-1/2E., W.M. bears S89°15'20"E 60.00 feet and N00°12'45"E 41.00 feet distant; thence S00°12'45"W 245.71 feet; thence N89°55'07"W 180.00 feet; thence N00°12'45"E 247.80 feet; thence S89°15'20"E \$ 180.01 feet to the point of beginning; containing 1.02 acres, more or - 24... # This Trust Deed is subject to the terms of that Joint Venture Agreement to **##** which Grantor and Beneficiary are parties, dated September P1, 1985. N.I. together with all and singular the terements, hereditaments and appurtenances and all other rights thereunto belonging or in anvisue now or hereafter appertaining, and the rents issues and profits thereof and all fixtures now or hereafter attached to or used in connec-nom with and real server. Ę earter appertaining, and the relits index and provide the out and an induce in the second second and payment of the THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND DOLLARS (\$5,000) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of the debt secured by this instrument is the date, stated above on which the final installment of said note is add, conveyed assigned or alienated by the grantor without first having obtained the written consent or approval of these hereiciary. The above described real payable is the date, stated above on which the final installment of said note is add, conveyed assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. The above described real payable is instrument, irrespective of the maturity dates expressed therein, or the above described real payable for agricultural, timber or grazing purposes. <text> Instrument, irrespective of the maturity dates expressed therein, or gricultural, timber or grazing purposes

a, consend in the making of an map to plet of and property. This pain in about means a map and the start of the second of the seco supplies if any to the granner which is successful interest entrol to such supplies if any to the granner which is successful interest entrol to such supplies if any to the granner which is an tourise same herein in to any turner appoint a succession or successful to any tourise successful to an interest interesting appoint the successful to the latter she is provident and without provers and fullies conternal upon any travers having successful all tole merupers and fullies conternal upon any travers have been made in the successful and merupers and fullies in hereits and substitutes in the match which all tole merupers and the successful and substitutes in the match which all tole merupers and the term of the hereit successful to the successful to the successful matching appoint and the successful and substitutes in the match is successful matching and the full successful and the successful to the successful matching and the full successful and the term of the successful to the successful matching and the courts in the courts in the here the full to the term of the successful first and the full successful and the tour successful to the successful to the successful to the term here any more than them then the the term of term of the term of the term of the term of te

The first Dend Art provides that the marke benevide must be enter an artiginary, who is an active member of the Oregon Skire Bo. It bank that company grand from two marks tent to to brink this ander the long of finegon or the United Stores a title insurance complete in those to the company of this company interest. If the source title to the source title to the source title to the company opency thereof.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lastfully serred 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 grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (a)^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, essecu-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 contest 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 fining out whichever warranty (a) or (b) is net applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Trath-In-Londing Act and Regulation Z. the beneficiary MUST compty with the Act and Regulation by making required discloseres for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, one Stevens-Ness form No 1205 or equivalent if this sustrument is NOT to be a first lien, use Stevens-Ness Form No 1306, or equivalent if compliance with the Act not required, disregard this notice HOWARD MC GEE, Jr. (If the signer of the above is a corporation, we the form of acknowledgment opposite) IORS 93 490: STATE OF OREGON, County of Klassaath Signature 19.19 85 Personality appeared the STATE OF OREGON, County of) 19 Personally appeared who, being duly sworn, each for humself and not one for the other, did say that the former is the HOWARD MEGEE, JR. president and that the latter is the secretary of and acknowledged the loregoing instruand that the seal attized to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors, and each al them ecknowledged said instrument to be its voluntary act and deed. Before me corporation, wate mal , Before me COFFICIAL Billie Barnes SEAL) -1 D Norary Public for Oregon (OFFICIAL SEAL) Notary Public for Oregon - My commission expires 10-26-86 My commutation expires REQUEST FOR FULL RECONVEYANCE To be used only when oblightions have been po TO , Trustee The undersigned is the legal owner and holder of all indebtedness accured by the foregoing trust deed. All sums accured 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 harewith 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 bylyces under the same. Mail reconveyance and documents to DATED . 19

atroy this from Doad OE 1748 NOTE which it second of loose or de

Beneficiary

