K-38244 58200<sup>mt</sup> toni on a ce alle wore worth is readent frust DEED THIS TRUST DEED, made this 11th day of February , 19 86, between FORM No. 881-Oregon Trust Deed RONALD P. RADON and VELMA L. RADON, husband and wife and HAROLD B. VAN HOOSEN and RUTH VAN HOOSEN, husband and wife as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property County, Oregon, described as In Klamath SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and ap-which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and ap-provide the said state of the same acres, together with all and singular the tenements, hereditaments and ap-provide the said state of the same acres, together with all and singular the tenements, hereditaments and ap-provide the said state of the same acres, together with said real estate, and all other rights there attached to or used in connection with said real estate, and all other same acres are now or hereafter attached to or used in connection with said real estate, and affect 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 interact and affect the purpose of the pu FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Dollars, with interest Dollars, with interest Dollars, with interest difference according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the terms of a promissory note of even date herewith, payable to be due not even be due not even date be due not even b

final payment of principal and interest hereof, if not sooner paid, to b To protect the security of this trust deed, grantor agrees: I. To protect preserve and maintain said property in good condition and repair; not premit any water of said property in good condition to commit ormplete or restore promptly may be constructed, damaged or 2. To building or improvement which may be constructed, damaged or destroyed the complete in the said property in the same and workmanlike ions and the same and pay with all laws, ordinances the beneficiary or requests, to those and the financing statements prisuant to the Uniform Commer proper public of lice or offices, as well as the cost all lice as made proper public offices or searching agencies as may be deemed desirable by this beneficiery. by find offices or searching agencies as may be deemed desirable by the beneficiery. beneficiery and continuously maintain insurance on the buildings

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The said real estate, is grantor herein contained polars, with interess to the second polar to grantor, the provided to beneficiary or order and made by grantor, the second payable February 11 19.87... 

fully seized in fee simple of said described real property and has a valid, unencumbered title thereto The Trust Deed Act provides that the trustee hereunder must be either an attarney, who is an active member of the Oregon State Bar, a savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance company author feel pronerty of this state, its subsidiaries affiliates, agents or branches.

NOTE:

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In the model of example of such that be beneficiary we have a set of the second state of the second state of the second second described real property and has a vertical second state the second state $\frac{1}{2}$ and $\frac{1}{2}$ a
and that he will warrant and forever defend the same against all persons whomsoever.
The above described real property is not currently used for agricultural, timber or grazing purposes.
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), (B)* NON MARKENSES WARRANT STRUCTURE NAME AND NON AND NOT AND
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu- tors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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 opplicable and the beneficiary is a creation or 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 the INDT to be a first lien; use Stevens-Ness form No. 1305, or
equivalent, if compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation use the form of acknowledgment apposite) (ORS (93.490))
STATE OF OREGON, County of
February 11., 19.86 Who, being duly sworn,
P: RADON. and VELMA L. RADON president and that the latter is the
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal and that the seal affixed to the foregoing instrument is the corporate seal of seid corporation and that and instrument was signed and sealed in be
OFFICIAL SEALO
Notary Public for Orogon (OFFICIAL HIIIIIIMy commission expires: 8/27/87 Notary Public for Orogon SEAL)
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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 sume 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
FW HAROLD D. VAN HOOSEN AND RUTH VAR NOOSER, HA HARD AND AND AND AND AND AND AND AND AND AN
FORACE P. RADON and VELMA I. RADON, Husband and C. RADON, Husband and C. RADON, REPART OF THE COMPANY
PRODUCTION THE TIPE TERMS IN 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 delivered.
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Beginning at the intersection of the Westerly right of way line of Oregon State Highway No. 427 and the North line of Lot 15, Section 7, Township 35 South, Range 7 East of the Willamette Meridian; thence South 0° 57' East along the Westerly right of way line of said highway 700 feet to the point of beginning; thence continuing South 0° 57' East 100 feet to a point; thence West 605 feet, more or less, to the shore line of Agency Lake; thence Northerly along said shore line to a point due West of the point of beginning; thence East 570 feet, more or less, to the point of beginning, being a portion of Lot 16, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## SUBJECT TO:

1. Rights of the Federal Government the State of Oregon, and the general public in any portion of the herein described premises lying below the high water line of Agency Lake.

2. Right of Way, including the terms and provisions thereof, given by Carlos Blair, to the California Oregon Power Company, a California corporation, dated August 1, 1939, recorded September 27, 1939 in Volume 124 page 510, Deed records of Klamath County, Oregon.

3. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing this instrument, the person should check with the appropriate City or County Planning Department to verify approved uses.

## Return to:

Harold & Ruth Van Hoosen Saft. Route Box 104-A Chiloquin, OR 97624

## EXHIBIT "A"

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of	Pebruary	
FEE	\$13.00	of <u>Mortgages</u> o'clock <u>A</u> M., and duly recorded in Vol. <u>M86</u> , on Page <u>2601</u> .
	<i>v</i> 2 <b>J.</b> 00	By Biehn, County Clerk

SS.