5 8683	TRU	ST DEED	Vol Mille	Page_	3408
THIS TRUST DEED, made	this28th	day ofF	bruary	-	86 bet
GARY L. MONCHAMP and NANC		husband and	wife		
as Grantor, MOUNTAIN TITLE COM		n coonti	•••••••••••••••••••••••••••••••••••••••	, as	Trustee,
HAROLD W. SHEPARD and RUT as Beneficiary,	H.C. SHEPARD,	napand and y	ife		·····
Grantor irrevocably grants, ba	argains, sells and co	ESSETH:	in trust, with no	mor of anta	
Col	inty, Oregon, descri	ibed as:			
Lot 7 in Block 4, TRACT NO.	1087, FIRST ADI	DITION TO BAN	YON PARK, acco	rding to	\mathbf{the}
Oregon.KUST DEED		s of the cour	ty Clerk of Kl	amath Co	unty,
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Beether with all and singular the tenement now or hereafter appertaining, and the rents tion with said real estate.	••••••	stor and an mature	s now of nereatter at	tached to or :	used in co
FOR THE PURPOSE OF SECURI sum of TEN THOUSAND AND NO/10	ING PERFORMANCE	Coloreb advances	and descent of the test		
note of even date herewith, payable to bener	liciary or order and ma	Dollars, with inte	est thereon according		
The date of maturity of the debt security	per terms of n	ote , 19	inal payment of pri	ncipal and in	nterest here
becomes due and payable. In the event the	ired by this instrument	is the date, stated	above, on which the	final installm	ent of said
then, at the beneficiary's option all obligation	inne conversit to st	st having obtained strument, irrespect	the written consent of ve of the maturity	approval of dates expres	the benefi
The above described real property is not	currently used for agricu	ltural, timber or graz	ing purposes.		merer
To protect the security of this trust of	deed, grantor agrees:	(a) consent to the stanting any easen	making of any map or	plat of said pro	perty: (b) j
not to commit or permit any waste of said property.	g or improvement thereon;		the second and the	neuon inereon.	(C) join n
		thereol; (d) recom	ey, without warranty, all	or any part of	the lien or of the property
destroyed thereon, and nay when due all costs incurs	in good and workmanlike e constructed, damaged or	Subordination or o thereol; (d) recom- grantee in any re- legally entitled there be conclusive proof	ey, without warranty, all onveyance may be desc elo," and the recitals the of the truthfulness the	or any part of ribed as the " rein of any ma	the lien or of the property person or p tters or lacts
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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. -----

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3409The 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 except Trust Deed recorded October 26, 1978, in Volume M78, page 24171, Microfilm Records of Klamath County, Oregon, in favor of Klamath First Federal Savings and Loan Association, and that he will warrant and forever defend the same against all persons whomsoever. 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 contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the contract 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the 'Act is not required, disregard this notice. (If the signer, of the How're 'n economics.) (If the signer of the How 'n economics.) Day S-man GARY L. MINCHAMP nany mon R NANCYUR. MONCHAMP STATE OF OREDON Sounty of Klamath ss. This instrument was acknowledged before me on Mebruary 1986, by STATE OF OREGON, County of This instrument was acknowledged before me on ... GARY L. MONCHAMP and NANCY R. MONCHAMP u Notary Public for Oregon (SEAL) Notary Public for Oregon My commission expires: ////6 187 My commission expires: (SEAL) 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: Beneficiary Do not lose or destroy this Trust Dood OR THE NOTE which it secures. Both at be delivered to the trustee for concellation before reconveyance will be n TRUST DEED STATE OF OREGON. (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND. OF County ofKlamath 39. I certify that the within instrument Gary L. Monchamp & Nancy R. was received for record on the .28th day Menchamp of ... at .2:07 o'clock P M., and recorded Grantor SPACE, RESERVED Harold W. Shepard & Ruth C. FOR RECORDER'S USE Shepard ment/microfilm/reception No. 58683 ..., Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. MOUNTAIN TITLE COMPANY OF 14Evelyn.Biehn, County Clerk KLAMATH COUNTY TITLE KAm Son of LANDA DEED 1. By Deputy

Fee: \$9.00