

THIS TRUST DEED made by
HARLES H. GARRETT JR.

14th day of March

March 19 86 between

as Creator ASPEN TITLE S-H E
STEVEN R. WALTERS and
rights of survivorship

FROM, INC. *CRJ* *SRW* *MSD*
MARGALET WATERS, husband and wife, with full *as Trustee, and*

WITNESSETH:

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

Lot 8, Block 62, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS
In the County of Klamath, State of Oregon.

THIS TRUST DEED IS BEING RECORDED JUNIOR AND SECOND TO A FIRST TRUST
DEED IN FAVOR OF KLANA FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION.

together with all and singular the tenements, lands, tenements and appurtenances and all other rights thereunto belonging or in anywise
 shall hereafter appertain, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in con-
 nection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each
NINE HUNDRED FIFTY-ONE AND 93/100s.

with interest thereon according to the terms of a promissory note and made by grantor, the final payment of principal and interest hereof, it

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 sold, conveyed, assigned or otherwise disposed of 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.

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

1. To protect the security of this trust deed, the grantor agrees: (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 subdivision or other agreement affecting this deed or the lien or charge of this deed.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary shall declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed and mortgage or a mortgage or direct the trustee to foreclose this trust deed and mortgage and sale. In the latter event the beneficiary or the trustee shall

to sell the said described real property, notice of default and his election
whereupon the trustee shall fix the time and place of sale, give notice
as then required by law and proceed to foreclose this trust deed in
the manner provided in ORS 86.735 to 86.795.

12. After the trustee has commenced foreclosure by advertisement and sale, and until 5 days before the date the trustee conducts the sale, the grantor or any other person, or any person who has acquired the default, or defaults, if the default consists of a mortgage, or mortgages, secured by the trust deed, the default may be cured by paying the amount due on the date of the cure other than such portion as would be applied to the principal of the loan, and the default that is capable of being cured may be cured by tendering the performance of the obligation or trust deed. In any case, in addition to curing the default or defaults, the trustee, in curing the default, shall pay to the beneficiary all costs incurred actually in curing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amount provided by law.

any bid, contract, lease and agreement of the District, including the cost of the sale, shall be held on the date and at the time and place designated in the notice of sale and the time to which said sale may be postponed as provided by law. The said property either in one parcel or in separate parcels and shall sell the parcel or parcels in addition to the highest bidder for cash, payable at the time of sale. County of Madison, Wisconsin.

13. 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 commissions of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the date of recording of the trust deed.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, and upon such appointment, and without conveyance to the successor trustee, the latter shall succeed to all title, powers and duties conferred upon any trustee herein named or appointed, and the appointment of a successor or successors shall be made by written instrument executed by the beneficiary and recorded in the mortgage records of the county or counties in which the property is situated, and the conclusive proof of proper appointment of the successor trustee shall be the production of this instrument.

[illegible]

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473
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Aspen

TITLE & ESCROW, INC.

WARRANTY DEED (INDIVIDUAL)

2-29719

ROBERT R. RANDOLPH and MURIEL M. RANDOLPH, husband and wife, hereinafter called grantor,
conveys to PAUL A. WEAVER and SANDRA L. WEAVER, husband and wife, all that real property situated in the

County of Klamath, State of Oregon, described as:
Lot 10, Block 1, Tract No. 13, in the County of Klamath,
State of Oregon.

THIS INSTRUMENT WILL NOT BE A BASIS FOR THE PROPERTY INTEREST IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING THIS INSTRUMENT, THE PERSON ACQUIRING THE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

and covenants that grantor is the owner of the above described property free of all encumbrances except those set out in Exhibit "A" attached hereto

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$95,000.00

In constructing this deed and where the context so requires, the singular includes the plural.
IN WITNESS WHEREOF, the grantor has executed this instrument this 14th day of March

1986



Robert R. Randolph
Robert R. Randolph
Muriel M. Randolph
Muriel M. Randolph

STATE OF OREGON, County of Klamath, 1986.
On this 15th day of March

Personally appeared the above named Robert R. Randolph and Muriel M. Randolph and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, *[Signature]*
Notary Public for *San Diego County*
My Commission Expires: *April 14, 1989*

Robert R. Randolph	
Muriel M. Randolph	
Paul A. Weaver	
Sandra L. Weaver	
Paul A. & Sandra L. Weaver	
772 So. Main Ave.	
Medford, OR 97504	
Paul A. & Sandra L. Weaver	Denver
1444 Pine Grove	and
Klamath Falls, OR 97603	

SPACE RESERVED FOR RECORDERS USE

STATE OF OREGON, ss.
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ page _____ or as document/fee/file Instrument/microfilm No. _____.
Record of Deeds of said county.
Witness my hand and seal of County affixed.
By _____ NAME _____ TITLE Deputy
By _____

EXHIBIT "A"

4585

Randolph to Weaver

SUBJECT TO:

1. An easement, including the terms and provisions thereof,
 Dated : April 11, 1941
 Recorded : April 11, 1941
 Book : 136
 Page : 534
 In favor of : Klamath County
 For : Road right of way over the East 30 feet of
 the portion of E 1/4 NW 1/4, in said Sec. 9, Twp
 39 S., R 10 E.W.M.
2. An easement, including the terms and provisions thereof,
 Dated : September 24, 1957
 Recorded : December 16, 1957
 Book : 296
 Page : 272
 In favor of : California Oregon Power Company
 For : Transmission and distribution of electricity
 over the E 1/4 NW 1/4, Section 9, Township 39 South,
 Range 10 East of the Willamette Meridian.
3. Covenants, easements and restrictions, but omitting restrictions, if
 any, based on race, color, religion or national origin, imposed by
 instrument, including the terms thereof,
 Recorded : July 8, 1977
 Book : M-77
 Page : L1143
 Amended : April 21, 1978
 Book : M-78
 Page : 7804
4. Restrictions, but omitting restrictions, if any, based on race, color,
 religion or national origin, as shown on the recorded plat of Tract No.
 1135.
5. Subject to rules and regulations of Fire Patrol District.

STATE OF OREGON, COUNTY OF KLAMATH ss.

Plat No. _____ and duly recorded in Vol. _____

A.D. 19 _____

at _____ o'clock P.

_____ M., and duly recorded in Vol. _____

the _____ 19th day

of _____

PRE \$14.00

on Page 4584

By Evelyn Kiehn,

County Clerk

[Signature]