		THE Deed Series-THE ST DEED ()	na an beini ar an as is manati.	STRVENS-NESS LA	W FUBLISHING CO., PORTLAND, GR. 97204
	595 <b>4C</b>	)	TRUS DEED	VOITTRA	Page 4918
	THIS TRU	ST DEED, made thi	s 12th day of F	ebruary	, 19.86, between
· · · · ·	JOHNN	IE W. SCOTT			Tructoo and
et Gra	reft r.	YOUNTAIN TITLE	COMPLAY OF KLAWLTH COL		
as Ber	nlinary.	P. SCOTT, Truste	an undivided & interest pers for the J. KETTELL T WITNESSETH: airst, sells and conveys to true by, Oregon, described as:	IRUSI, as to an	undivided 2
			RST ADDITION TO REAMATH ile in the office of the	FOREST ESTATES e County Clerk	, according to the of Klamath County,

together with all and singular the tenements, hereditements and appurtenances and all other rights thereunto belonging or in anywise new or breakter appetaining, and the rents, index wild profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estats. FOR THE PURPOSE OF SECURING PEHDORMANCE of each agreement of grantor herein contained and payment of the

THO THOUSAND FIVE HUNDRED AND NO/100--

Dellars, with interest thereon according to the terms of a promissory Dellars, with interest thereon according to the terms of a promissory or other and made by grantor, the final payment of principal and interest hereof, if

The date of maturity of the debt secured by the instrument is the date, stated above, on which the final installment of said note.

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

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The enderse described real property is not currently used for agricul To protect the security of this trust deed, drawtor agrees: I To protect, preserve and meantain and property in good condition and truster and is permit any matter of and property in good condition in two reas and previous or derolate any building or improve ement thereon; at its reverse or derive permit any being or improve ement thereon; at its reverse or interviewent which may be critical drawtandike therein any builded or improvement which may be critical drawtanded derived at thereon and few allow its cold in food and derived do therein any builded or improvement which may be critical drawtanged or derived at thereon and few allow its cold ances, regulations, boomer, and there attracts and the second and the second and the formation of the few or normalises to the second and such home and reported to the life on complete the second and the second of the second of the second of the second and the second and the second of the second of the life on completes, to the second such home and transmit permanent to the life on completes and the second such home and the second of the life on the second in the second of the second second defense at the cost of all in the second in the the office of allows, and any the second of the interviewed and the second and the second of the second second of the second of the

We is even and much have ind statements persuant to the United commentation of the United and the beneficiary and to pay by the United Statements of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the cost of all is resulting the transformation of the transformation

politic isnet in all white encouncels is the benefactor's a trustee's attor-ness if is an use of appeal. It is instructive agreend that is an use of appeal. It is an account that any potent or all of sand projectly shall be taken in the owner that any potent or any potent of the mouth potent is the owner of a same or and encounternation, benefactor and the mouth of a same of the appeal of the same of the same potent of the mouth register is the same of the same of the same of the same of the constantly point of the same of the

Name of any period by the partment of the stream previous runner man. Shall be a party burnes such action or proceeding is burnering of burnering is burnering in a charter by trainer must be affer an arbonay, who is an active member of the Oregon State Bar, a bank, trust company of the task of the trainer must be affer an arbonay, who is an active member of the Oregon State Bar, a bank, trust company of the task of the trainer must be affer an arbonay, who is an active member of the Oregon State Bar, a bank, trust company of the task of the trainer must be affer an arbonay of the task of tas

(1) consent to the making of any map or plat of said property; (b) join in graning any easement of creating any restriction thereon; (c) join in any subordination convery, without warranty, all or any part of the property. The isordination convery, without warranty, all or any part of the property. The trends of the recitals there in any matters or facts shall be concluded in this paragraph shall be not less than 55.
(d) any reconveyance may be described as the "person or persons individuation convery more the recitals there in of any matters or facts shall be conclused in this paragraph shall be not less than 55.
(e) Upon any default by grantor hereunder, beneficiary may at any time without noise, either in person, by agent or by a receiver to be applicated by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and taking possession of said property, the same.
11. The entering upon and taking possession of said property, the collection of suid property, and there upon any adebtedness secured hereby, and in such order as beneficiary any detault by grantor in awreds for any daily deal of the able of all provided as thered, and any and profits, or the proceeds of the anal other upon any indebtedness secured hereby, and in such order as beneficiary and the ablication or release thereod as aloresaid, shall not cure or vaive any delault by grantor hereunder or invalidate any act deed in roperty and here by more of any approxement of any indebtedness secured hereby or his performance of any agreement hereolase this trust deed in equily as a mortigage or direct the section may proceed to loreclose this trust deed in equily as a mortigage or direct the intern thereolase this trust deed in equily as a mortigage or direct the intern notice of delault by granter here and pay alote. In such any secure hereby in the trustee shall execute and place of alle, give notice or the beneficiary at his election may proceed to loreclose this tr

the manner provided in ORS 86.715 to 86.795. 13. Alter the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the drantor or any other prisons op privileged by ORS 86.753, may cure sale, the drantor or any other prisons op privileged by ORS 86.753, may cure the drantor or any other prisons op privileged by ORS 86.753, may cure sale, the drantor or any other prisons op privileged by ORS 86.753, may cure the drantor or any other prisons op privileged by ORS 86.753, may cure sums secured by the trust deed, the delault consists of a lailure to pay, when de-mine amount due at the time of the cure other than such portion as would not then be due had no delault occurred. Any other delault that is capable of obligation or the deed. In any case, in addition to curing the delault for obligation or the trust deed, in enloring the obligation of the trust deed and expenses actually incurred in enloring the obligation of the trust deed together with trustees and attorney's lees not exceeding the amounts provided by law 14. Otherwise, the sale shall be held on the date and at the time and

together with trustees and attorneys tees not exceeding the advants provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may in one parcel or in separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying plied. The recitals in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof plied rantor and beneficiary, may purchase at the sale. 15. When trustee sells nursuant to the powers provided herein. trustee

of the frantor and beneficiary, may person, excluding the frantor and beneficiary, may purchase at the sale. 15 When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, in-cluding the convensation of the trustee and a reasonable charke by trustees attorney. (2) to the obligation secured by the trust deed, (3) to all persons here and the convensation of the trustee and a reasonable charke by trustees here as the sale of the trustee and a reasonable charke by trustees here as the sale of the trustee and a reasonable charke by trustees here as the trustee and a reasonable charke trustee and the trust of the trustee and a reasonable charke trust and (3) to here as the trustee and the trustee and the trust and (3) the surplus, if any, to the frantor or to have successor trustee appointed here inder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and done ponditioned which, the neorded in the marked by written instrument viewing the here the outputs of the property is situated, shall be conclusive pays of proper appointment which, the property is situated, shall be conclusive pays of proper appointment of the successor trustee. 17 Trustee accepts this trust when this deed, duly executed and

of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not noticated is made a public peeding such a successful and a successful and noticate the successful and a successful and a successful and a successful and trust or of any action or proceeding in which farantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

4919 =:==:= \_\_\_\_\_ The grantor covenants and agrees 1. ... of with the beneficiary and those claiming under him, that he is lawfully seized in fre simple of said described rant property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. The frantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)' is immining for fruiton's personal, family, hourshold or agricultural purposes (see Important Notice below), (b) he an organization, or (even if grantor is a estural person) we for business or commercial purposes other than agricultural This (wed 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 investor burseby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the musualine gender includes the feminine and the neuter, and the singular humber includes the plural. -----IN WITNESS WHEREOF, said grantor has hereunto set his hand the def and year first above written • SUPORTANT MOTICE: Delate, by lining act, whichever vernachy (a) or (b) is net applicable; if verrenty (a) is applicable and the build(stry is a creditor as such very) is stationary (a) is applicable and the build(stry is a creditor be-sufficienty BLST samply with the Act and Requisitor by reaking required disfuences (b) that the property with the Act and Requisitor by reaking required disfuences of a devailing, this between int is to be a FIRST lies to finance the paratises of a devailing, this between Net Net Net Net Net Net of a diveling and the ACT as be a first lies to so the finance the purchase of a diveling and Sevens-Nets Form Net. 1306, or equivalent. If compliance with the Act is not magined, dirangent this publics. JOHNIE W. 3-22-86 (IF the signer of the electric is a curperation, as the form of principlement report-to.) 101 5 93.4901 STATE OF SOCIESSIS CALIFORNIA ) Formany March 22, 19 86. , 19..... County of Personally appeared and who, each being first Personally appeared the above named duly sworn, did say that the former is the. JOHNVIE W. SCOTT president and that the latter is the :111 secretary of ..... a corporation, and that the seal attized to the foregoing instrument is the corporate scal of said corporation and that the instrument was signed and sealed in ix half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. OTA River acknowledged the foregoing instru-ternit torsy. ATS voluntary act and deed. FICIAL Art Wam K- Vale Before me: 21: FFICIAL (OFFICIAL Notary Public for Oregon SEAL) Ny commutation expires: 12/25/88. My commitsion expires: REQUEST FOR FULL RECONVEYANCE To Le user only when obligations have been paid. ...., Trustee ro. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said it deed have been fully paid and satisfied. You lyreby are directed, or payment to you of any sums owing to you under the terms of and trand these or purputer to statute, to cancel all enderses of indebtudness secured by said trust deed (which are delivered to you with (s (ether with said trust deed) and to recoavey, without warranty, to the parties designated by the terms of said trust deed the estate and hold by you under the same. Mail reconveyince and documents to . 19 INATED. ..... Beneficiary a Of: 1965 18018 which is present. Both must be delivered to the invite for concellation before reconveyonce will be made. TRUST DEED STATE OF OREGON. County of Klemath SS. (POBM No. (81-2) I certify that the within instru-ment was received for record on the 25th day of March 19 86 1 at. 1:39 o'clock P.M., and recorded JOHNNIE W. SCOTT SPACE RESILIVED (learnt or page 4918 or as document/fee/file/ FOR instrument/microfilm No. 59540 , Summue M. Kittell and RECORDER'S USE Rathleen J. Kittell & Donnis Record of Mortgages of said County. P. Scott, as Trustees for Ja Witness my hand and seal of Beniliciary Hittell Trust County affixed. AFTER HECONDING RETURN TO Evelyn Biehn, County Clerk By PAm Amil Mountain Title Company of Klamath ... Deputy Fea: \$9.00\_. Constr