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TRUST DEED Vol MX Page 5820 35

THIS TRUST	IKUST DEED		10	PORTI AND. OR. 9
TRUST DEED, made this	8+ -	Vol.	M/8/- Da-	5820
EARL I. SURE	day of	April	- rage	0020
THIS TRUST DEED, made this EARL L. SWEET as Grantor, MOUNTAIN TITLE COMMANY OF HENRY J. CALDWELL JI., & DEBORA as Beneficiary.	the second of the second of the second		·····	86 herris
HENRY J. CALDWELL JI. & DEBORA as Beneficiary.	KLAMATH GOVERN			ociwee
DEBORA	H I CALDIDA			*** ********
as Beneticiary.	OWING TITLE	husband and	Wife as	Trustee, and

Grantor irrevocably grants, hargains, sells and conveys to trustee in trust, with power of sale, the property

SEE LEGAL DESCRIPTION AS II APPEARS ON THE REVERSE OF THIS DEED.

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together with all and singular the tenements hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertuning, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of THREE THOUSAND SIX HUNDRED EIGHTY FIVE AND NO/100-

(\$3,685.00)

note of even date herewith, payable to benefic ary it order and math by grantor, the final payment of principal and interest hereof, it is the date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note them, at the beneficiary's option, all obligations secured by this instrument, it is that a payment of a proposal of the event the within described property, or any part the reof, or any interest therein is sold, direct to be the maturity of the date of a proposal of the herein, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein. To protect the successive of this trust deal deputer address:

1. A protect the successive of this trust deal deputer address:

2. Consent to the making of any man or plat of said poperty. It is poperty.

The three materials of the lebst security that the term. The three materials of adjustment of the state of th

ultural, timber or grazing purposes.

a) consent to the making of any map or plat of soil property. In join in franting any examination or creating any restriction thereon of close in any subordination or other afferement affecting this deed or the hear or charge granting any receivery, without warrants, all or any part of the property. The subordination of other afferences and thereing this deed or the hear or charge grantee in any receivery, without warrants, all or any part of the property. The substance is any part of the property. The substance is any part of the truthfulness, all or any part of the property of the truthfulness thereof a new mitters in taxts shall be conclusive proof of the truthfulness thereof. Trustice for the person is conclusive proof of the truthfulness than of any mitters in taxts shall be not less than 3.

10. Upon any default he faintly beautiful the defaulter, the property of the models and without redeath is afterned to a course of the appearance of the interest of the property of any part thread, in so on name, we or otherwise all said property of any part thread, in stoom name, we or otherwise all of the trust for excess and profits methods those part the and any part of the property of the pr

the timner position of the trust discovered to loreclose the trust discovered in loreclose the trust discovered in loreclose the trust discovered in loreclose the loreclo

together with trustees and attorneys fees not exceeding the amounts provided by Jaw.

14. Otherwise, the sale shall be held on the date and at the time and place. Is signated in the notice of sale or the time to which said sale may an increase and provided by Jaw. The time to which said sale may an increase and provided by Jaw. The time to which said property either the property of the provided part of the time to said sale may another at the time of sale. Trustees that the time of sale Trustees that the property will be purchased at deep any another the time of sale. Trustees the property will be purchased at the time of sale. Trustees the property will be purchased at the time of sale. Trustees plied, The recitable the deep and the sale that the property will be considered as the property of the sale of the s

surplus of the grapher of to his successor of interest of died to such surplus.

Beneficiars may tree to time appear a successor of survey under the tensor frustee named herein of to any successor trustee at poured herein of to any successor trustee at poured herein trustee. If you such appearing the seried and surfnoit oversome to the successor upon any interesteen named in appearance herein had been successor to the successor of the successor and substitution shall be used to such all fittle appearance of the successor of the

of the success of custom.

17. Trustee accepts this trust when this dead duly executed and acknowledged is made a public second as provided by law Trustee is not colligated to with any party before of pending sale uniter any other first or of a say acts at or proceeding in which state any other dead of shall be a joy to unless such action or proceeding in which states in brindians or trustee.

ACPT. The First Doed Air provides that the trivate heretrider miss be either in afficiency who is an active member of the Oregon State Barna bank, that in pairly of this state, it is substituted as the policy of this state, it is substituted as the policy of this state, it is substituted as the policy of the state, it is substituted as the policy of the state, it is substituted as the policy of the state, it is substituted as the policy of the state.

5821 The grantor covenants and egrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

This Trust Deed is second and junior to a first Trust Deed in favor of Elamath First Federal Savings & Loan Association, dated April 8, 1986.

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)* primarily for grantor's personal, lamily or household purposes (see Important Notice below), (b)—for an organization, or (even il grantor is a natural person) are for business or commercial purposes.

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 contract of the contract

gender includes the teminine and the neuter, and the sing IN WITNESS WHEREOF, said grantor * IMPORTANT NOTICE: Delete, by lining out, which ever warrant not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regulation by make disclosures; for this purpose use Stevens-Ness Form No. 1319, of If compliance with the Act is not required, disregard this notice.	has hereunto set his hand the day and year first above written. Y (a) or (b) is It is a creditor EARL L. SWEET
(If the signer of the above is a torporation, use the form of acknowledgement opposite.)	
STATE OF OREGON, County of Klamath Ss. This instrument was acknowledged before me on Carl L. Sweet	STATE OF OREGON. County of) ss. This instrument was acknowledged before me on as of
(SEAE) Notary Public ter Oregon My commission expires: 8//6/88	Notary Public for Oregon My commission expires: (SEAL)
TO:	T FOR FULL RECONVEYANCE y when obligations have been paid. Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and notier of all indeptedness secured by the foregoing trust deed. All sums secured by and 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 trust deed nave been tully paid and satisfied. For noteby 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 said trust doed or pursuant to statute, to cancel an evidences of indepledness secured by said trust deed (wined are delivered to you herewith together with said trust deed) and to receively without warranty, to the parties designated by the terms of said trust deed the

DATED:

, 19.

Beneticiary

De 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 made

TRUST DEED (FORM No. 881) STEVENS NESS LAW PUB CO . PORTLAND ORE	
Earl L. Sweet	
Grantor Henry J. Caldwell Jr. and Deborah L. Caldwell	
Beneficiary	
MOUNTAIN TITLE COMPANY	

SPACE RESERVED FOR RECORDER'S LSE

The second secon
STATE OF OREGON,
County ofss.
Certify that the within instance
is a received for record on the
10
ato'clock M., and recorded in book/reel/volume No. on
or as fee /file /inner
microfilm/reception No.
record of Mortgages of said County
Witness my hand and seal of County affixed.
<u>.</u>
NAME
P.
Deputy

A parcel of land comprised of a portion of Tract ll of Gienger's Home Tracts and a portion of the vacated alley between Tract 10 and Tract ll of Gienger's Home Tracts, Section 2, Township 39 and Tract ll of Gienger's Home Tracts, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin which marks the Southeasterly corner of said Tract 11 and the Western right of way line of Wiard Street; thence North 0°10'18" East along the Westerly right of way line of thence North 0°10'18" East along the Westerly right of way line of Wiard Street a distance of 30.00 feet to a 5/8" iron pin and the true point of beginning; thence South 89°51'14" West and parallel to the Southerly line of said Tract 11 a distance of 168.00 feet to a 5/8" iron pin; thence North 0°11'40" East a distance of 70.19 feet to a 5/8" iron pin in the centerline of the alley between said Tract 10 and Tract 11, said alley having been vacated by court order on May 12, 1944 and recorded in Deed Volume 166, page 593 of the Deed Records of Klamath county, Oregon; thence North 89°49'47" East along the centerline of said vacated alley a distance of 167.97 feet to a 5/8" iron pin in the Western right of way line of Wiard Street; thence South 0°10'18" West along the Western right of way line of Wiard Street a distance of 70.26 feet to a 5/8" iron pin and true point of beginning, being Parcel 2 as shown on the Minor Partition 83-83. Said bearings and distances based on said Minor Partition 83-83.

Filed for re	OREGON: COUNTY OF KLAMATH: ecord at request of	3:13	o'clock <u>P</u> M., and dul on Page <u>5820</u> Evelyn Biehn , By	the	8th day 86 ,
FEE	\$13.00		-		