NOTE: The Trust Deed Act provides that the trustee hareunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or sovings and loan association authorized to de business under the lows of Oregon or the United States, a tille insurance company authorized to insure tille 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 496.505 to 696.585.

In the and restrictions stike and laws, ordinances with them, covernants, conditional Constants and the beneficiary in spream to the law, so requests, to proper path the beneficiary in spream to the bard of the covernants, conditional covernants, covernants

In a chove described real property is not currently used for agricul To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and iminiain said property in 600d condition: and to commit or permit any waited of said property. If 600d and workmanike to commit or permit any waited of said property. To complete or restore promptly and in 600d and workmanike thereon, and pay when due all costs incurred therefor. 5. To comply with all asso ordinances, regulations, covenants, coolidies tons and thereon, and pay when due all costs incurred therefor. 5. To comply with all asso ordinances, regulations, covenants, coolidies tons and restrictions sattleding said property; if the biseliciary so requests, to call cost linear or ollice, as well as the cost of the fullion mode on the building of information agencies as may be deemed desirable by the 4. To provide and continuously maintain insurance on the buildings proper pu by liling beneliciary 4.

of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledge is made a public record as provided by law. Trustee is not oblighted to notify any party hereto al pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or frustee shall be a party unless such action or proceeding is brought by trustee.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or success and the successor of the successor rustice appointed here-truster, the latter shall be vested with all time conveyance to the successor truster she herein named or appointed here powers and duits conferred and substitution shall in the most successor the successor which the property is situated, shall be conclusive proof of proper appointment 17. Tenster truster, the successor trustee appointment 17. Tenster the successor trustee the

the grantor and beneficiary, may purchase at the sale, 15. When trustee selfs pursuant to the powers provided herein, trustee clucing the proceeds of a payment of (1) the expense of sale, ins attorne the compensation of sale to payment of (1) the expense of sale, ins attorne the compensation of sale to the trust end a roamsable charge by trustens deed as recorded heres subscens secured by the trust ends. (3) to all person deed as recorded heres the same to the interest of the frustee in the trust surplus, if any, to the grantor or to his successor in interest entitled to such 16. Beneficiery may here the successor in interest entitled to such

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 place designated in the notice of sale of the time to which said sale may suction to the highest bidder for cash, purple at the parce porperty either shall deliver to the purchaser its deed in purple at the time of parcels at the property so sole. Trustee may sell said sale. Trustee plied. The recitals in but without any contrast or warranty, eaw conveying of the truthulness there of any matternal fact shall be conclusive proof the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee

the manner provided in ORS 86.735 to 88.795. 13. After 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 grantor any other person so priviled by ORS 88.735, may cure the delaukt or detaults. If the delault censists of a failure to pay, when due, not then be due had the time of the curration may be cured pay, when due, not then be due had the time of the curration of the delault that is as would being cured may be tendering they other delault that is as would obligation or trust desured by tendering they other delault that is as would obligation or trust desured by tendering they other delault that is as and expenses actually incurred in enforcing they to the beneficiary fault of together with trustees and altorney's less not exceeding the amounts provide 14. Otherwise, the sale shall be held on the date and the trust deed 14. Otherwise, the sale shall be held on the date and the trust deed 14. Otherwise.

diverse, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in any subordination or other afreement alteriation thereon; (c) join in any subordination or other afreement alteriation thereon; (c) join in any subordination or other afreement alteriation of any part of the information or other afreement alteriation of any part of the information or other afreement alteriation of any part of the information of persons of the information of the information of the information of the information of the afreement alteriation of any matteriation of any matteriation of any matteriation of any matteriation of the information of the information of the information of any matteriation of any matteriation of any matteriation of the information of th

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereot and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THIRTY-ONE THOUSAND FIVE HINDRED AND NO/100 tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY-ONE IHOUSAND FIVE HUNDRED AND NO/100

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Lots 2 and 3, Block 9 except the Easterly 79.6' thereof and the Northerly 56.4' Pleasant View Tracts, according to the official plat thereof on file in the office of

We goh

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

....., as Trustee, and

LLOYD G. SEELY and NORMA YVONNE SEELY, husband and wife

July as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

TRUST DEED

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TRUST DEED

MTC-16659-K

Vol M86 Page

11595

, between

i - Salatit

11596 Sertial, S The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee simple of said described real property and has a valid, unencumbered title thereto except

and that he will warrant and forever defend the same against all persons whomsoever.

2128

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 masculine gender includes the feminine and the nuter, 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: Deleto, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (c) 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.

TO:

H Brian L. NEES

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(If the signer of the barry is a corporation, use the form of actorization appresite.)		
STATE OF DREGON	STATE OF OREGON,	х.
This instrument was acknowledged before me on	County of	
	This instrument was acknowledged before me on 19, by	
BRIAN L. NEFS		
Fristig, Redd	of	·····
(SEAL) Notary Public for Oregon	Notary Public for Oregon	
My commission expires: 11/16/87	My commission expires:	(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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 taid 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

.....

Beneficiary

iot lese or destroy this Trust Bood OR THE NOVE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m

TRUST DEED (FORM Ne. 881) BTEVENS-NEES LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON, County ofKlamath
Brian L. Nees	na di secondo di second	I certify that the within instrumen was received for record on the2nd. day ofJuly
Grantor Lloyd G. Seely, Jr. & Norma Yvonne Seely	SPACE RESERVED FOR RECORDER'S USE	at
Beneticia y		Record of Mortgages of said County. Witness my hand and seal of County affixed.
MOUNTAIN TITLE COMPANY OF KLAMATA COUNTY	ана станована на 380 1 радо — Ла	Evelyn Biehn County Clerk
الم	Fee \$9.00	Dyplacescentral Attended Deputy