|   | MTC-18335-+  | STEVENSINESS LAW PUB. CO., PORTLAND, CR. 31224   |
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| <br>FORM No. 881—Oregon Trust Deed Series—TRUST DEED.                                     |  | M87 12811 @  |
| * 77109   | TRUST DEED   |  |
| THIS TRUST DEED, made this  | , not as tenants in commu  | on, but with the right of  |
| TLA LONG & KAREN A. RANDALL<br>survivorship MOUNTA  | INTITLE COMPANY OF KLAM  | ATH. COUNT.  |
| Ruth N. Smith, also known a   | s Ruth N. Nash   | ATH COONTI   |
| as Beneficiary,<br>Grantor irrevocably grants, bargain<br>in KlamathCounty,               | WITNESSETH:<br>is, sells and conveys to trustee :<br>Oregon, described as:<br>ing to the official plat               | in trust, with power of sale, the property thereof on file in the office   |
| tion with said real estate.<br>FOR THE PURPOSE OF SECURING<br>FOR THE PURPOSE OF SECURING | PERFORMANCE of each agreene<br>RED TWENTY FIVE AND 24/1<br>Dollars, with int<br>are of order and made by grantor, th | all other rights thereunto belonging or in anywise<br>tes now or hereafter attached to or used in connec-<br>nt of grantor herein contained and payment of the<br>00 |

The above described real property is not currently used for agricul To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and multitain said property in good condition and repair, not to remove or demokish any building or improvement thereon; por to complete our restore promptly and in cool and workmantike "anner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, in the complete with all laws, ordinances, refulations, covenants, condi-tions and restrictions allecting static property. If the beneficiary so requests, to those as the beneficiary may require and to pay for bling same in the card Code as the beneficiary any require and to pay for differences and therefore. Code there or offices, as well as the cost of all lien ycarches made by filing offices or watching denotes may be denued desirable by the beneficiary".

in and residing such imaging said property: if the brenchedry and Commer-min Code as the beneficiary may require and top of all lien sarchen made former public edities or searching agencies an may be deemed desirable by the filling edities or searching agencies an may be deemed desirable by the proper public edities or searching agencies an may be deemed desirable by the proper public edities or searching agencies as may be deemed desirable by the proper public edities or searching agencies and may from time to a written in and such as the beneficiary may require a sound a survey. If the grant rectrated on the tail premises against loss or damage gues in the desired bearded as the beneficiary may such incurace and to provide the search as the deliverent to procure any such incurace and to provide the search as the deliverent to procure any such incurace and to provide the search as grant as the applied by benefi-tion of any portune the same at grantars the applied by benefi-tion of any portune the same at grantar as the applied by benefi-tion of any portune the same at grantar as the applied by benefi-tion of any indicateness the fill beneficiary of a search shall be not cure or wain to such notice. Just a statistic or arestance shall be applied by defining the continue of the statistic or arestance shall be applied by defining the statistic or any statistic as a protecure or wain to such notice. Just and the fill and statistic applied to beneficiary; should premise fire from construction lens and to pay all editors; should premise are thore more the statistic pay and the second as the post pay of any port and promptify deliver receipts herefor to be an applied by first any statistic and statistic applied and all the added to any rights arising from breach of any of the charter become past due of fantor last to make pay in and the assistic statistic pay and and promptify deliver receipts where the trust deed, shall be added to any rights arising from of the beneficiary of the statistis should be any apr

and, timber or grazing purposes.
(a) consent to the making of any map or plat of soid property: (b) pain in any subordination or other agreement or creating any restruction thereon. (c) pain in any subordination or other agreement by described as the "person or persons provide the end of the property. The interaction there of any matters or facts shall be endlassive proof of the truthulness thereol. Trustee's less lot any of the conclusive proof of the truthulness thereol. Trustee's less lot any of the truthulness thereol. Trustee's less lot any of the truthulness thereol. Trustee's less lot any of the provide shall be not less than \$5.
(a) Upon any default by grantur hereunder, beneficiary may at one property. The provides before any part thereol, in its over name sue or otherwise to lot any of the truthulness thereol. Trustee's less lot any of the provide they a court, and without regard to the adequark of any security large provide a start of the archive they a court, and without regard to the adequark of any security large provide a start shall be the described as an excite to be any part thereol, in its over name sue or otherwise collect the ransport of y a court, and without regard not and provide and stard, and apply the same region any defaults provide any default or relax thered, and without needs, and in such order as here its indebtedness or compensation or awards for any start grave of the runtility or a start of the provide a data of the provide a start or the provide of the any default or notice of default hereunder or invalidate any at or or awards and provide of any addition of a start or a

hereby whereupon the invice shall in the time num pase of side, and proceed to burched this trust deal in therefor as then required to base and proceed to burched this trust deal in the manner provided in ORS x6.735 to x6.7x5. 13. After the trustee has commenced borchouse by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the granter or any other perion as privilend to OPS x6.735, may cur-e default or defaults. If the default constant thus, the cured by paving the end of the trust deal, the default constant thus, the cured by paving the nums secured by the trust deal, the default constant to be used by paving the obligation or trust deal. In any case, shall have to the being cured may be cured by the trust deal, the restrict the period as a believe to be any other period as being cured may be cured by therefring. The performance required unlet the obligation or trust deal. In any case, shall have to the beneficiary all cons-and expenses actually incurred in exforming the obligation of the trust deal place designated in the mate shall be held on the date and at the time and place designated in the market of sale or the time of sale or parcel, at south the person parcels and held to the parcel or parcels at auction to the hight bidder for cash, payable at the time of sale. Such are place disting the person any constant or warranty, espective prior of the hight bidder for cash, payable at the time of sale, sine may place the processes the default of pays at the sale. Shall be even prior the property field in the date any pays at the sale shall be power or prior in the property site of the date of pays at the sale. The bidder have been as any set shall be constant the property site of the date of any matters of lace shall be constanted as pro-perty site of the bidder for cash, payable at the time of sale, the shall apply the proceed. Any person, excluding the trustee, but including the fractione and beneficiary, may purchase at the sale.

surplus, it and, to the gamme in to his succession in interest entitled to such surplus. I.6. Renchicaty may from time to those appoint a succession or antree on an interesting positioner, and without sources and the succession inder. Upon such appointment, and without sources and the succession inder, the latter shall be verted with all the position and the succession upon any trustee herein named or appointed becauter to the succession and sublitution shall be made by written instrument evented by hencheiners in which, when recorded in the instructed so the county is counties in which, when recorded in the instructed so the county is counties in which the property is situated, shall be conclusive proof of the succession trustee 17. Trustee accession the to the store the dust, dust, but the succession to the

of the successor trustee 17. Trustee accepts this trust when this deed, duly executed and achimicated is made a public record as provided by two Trustee is not achimicated is made a public record pending sale order any other deed of trust or of any action or proceeding in which frantise, branchistry or trustee shall be a party unless such action or presenting is brought by trustee.

is an active member of the Oregon State Bor, a bank, trust company and States, a tale insurance company authorized to insure table to real any thereof, or an exclow ogent incested under CPS 355 505 to 555 505. NOTE. The Trust Deed Act provides that the trustee hereunder must be either an attaincy or savings and loan association authorized to do buintess under the laws of Oregon of property of this state, its subsidiaries, attiliates, agents or branches, the United States or attoiney, who is regen of the Un states or any age

12812 The grantor covenants and agrees 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 EXCEPT prior Mortgage in favor of Department of Veterans' Affairs, which buyers herein agree to assume and pay in full and further agree to hold seller harmless therefrom 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 masculine 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 isot 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. la Fon Ila Long au (If the signer of the above is a corporation, use the form of acknowledgement opposite.) Randall Karen A. STATE OF OREGON. STATE OF OREGON. ) ) \$5. County of Klamath Its. Long & Karen A. Randall County of ..... This instrument was acknowledged before me on 19 ...., by 85 of Notary Public tor Oregon ······ (SEAL) Notary Public for Oregon My commission expires: F-16-88 My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when abligations 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 DATED , 19. . . . . . . . Beneliciary Do not loss or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be mo TRUST DEED STATE OF OREGON, County of Klamath (FORM No. 881) ..... I certify that the within instrument Ila Long & Karen A. Randal at .4:22. o'clock ... P.M., and recorded SPACE RESERVED Grantor FOR page 12811 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No. 7.7.1.09., Ruth N. Smith Record of Mortgages of said County. Beneliciary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Evelyn Biehn, County Clerk MOUNTAIN TITLE COMPANY NAME -TITLE By 12m Lando Deputy Fee: \$9.00