XTVIVII 79435

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., between

THIS TRUST DEED, made this 17th day of Sept. HOWARD EARL CURE and INEZ RUTH CURE, husband and wife as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

H. F. SWEENEY and MILDRED B. SWEENEY, husband and wife

.., as Trustee, and

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

Lot 73 of CASITAS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the South 44 feet

Go met lost or decree this frust Band On 7112 HOTS whith it sectors, both must be collineed to me

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise iton with said real estate.

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

note of even date herewith, payable to beneficiary or order and made by grantor the tinal payment of principal and interest hereon.

To date of maturity of the debt secured by this instrument is the date, the final payment of principal and interest hereof, it sold, conveyed, assigned or alienated by the within described property, or any part thereof, or any interest therein is sold, agreed to be feeling the described property or any part thereof, or any interest therein is sold, agreed to be sold, agreed to be the described teal property is not currently used for ogitultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

(a) consent to the making of any map or plat of said property: (b) join in

then, at the Deneliciary's option, all obligations secured by his institutes, irrespective of the maturity dates expressed therein, or the above described real property is not currently used for optional property. The above described real property is not currently used for optional property in the above described real property is not currently used for optional property in the above described real property in the above described in the property and repair to committee property of the above described in the property in the above described in the property of the property of the above described in the property of the propert call no executing une alfecting suis, ordinances, seed therefor, call no executing une alfecting suis, ordinances, stated thations, coverants, and properly; if the dations, coverants, and properly; if the dations, coverants, and properly in the dations, coverants, and properly as the dations, coverants, as well as the top suit and to the full officers or searching agencies as may be deemed desirable by the most officers or searching agencies as may be deemed desirable by the most officers or searching agencies as may be deemed desirable by the most officers of the properly of the said promises against loss on damage by the analysis of the said promises against loss of damage by the analysis of the said promises against loss of damage by the analysis of the said promises against loss of damage by the companies of the said promises against loss of damage by the companies of the said promises against loss of damage by the companies of the said promises against loss of damage by the companies of the said promises against loss of damage by the companies of the said promises against loss of the benefit, and the said promises of the benefit, and the said promises against loss of the said against loss of the said promises against loss of the said promi

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an arrow and some association authorized to do business under the laws of Oregon property of this state, its subsidiaries, affiliates, agents or branches, the United States

logether with trustees and altorney's less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designed in the notice of sale or the time to which said sale may not one parcel or provided by law. The trusteem to which said sale may sell said provided by law. The trusteem to which said sale may sell said to the provided by law. The trusteem and shall deliver to the highest bidder parcels and shall deliver to the highest bidder parcels and shall deliver to provided by law. The trusteem to the property self-control of the highest bidder parcels and shall deliver to the purchaser it cash, payable at the time of sale. Trustee the property self-control of the trusteem of the trusteem of the trusteem. Any parameters of the desired payable shall be conclusive proof the truthlulness thereof. Any person, excluding the trustee conclusive proof the truthlulness thereof. Any person, excluding the trusteem to the powers provided herein, trustee cluding the compensation of the rustee and a (1) the expenses of sale, including the compensation of the rustee and a (1) the expenses of sale, included a control of the property of the trusteem of the

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 6. Beneficiary may from time to time appoint a successor or successors to any from time to time appoint a successor or successor frustee, they such appointment, and without conveyance of the successor frustee, they asked appointment, and without powers and duties therein an expect with all the conveyance of the successor successor frustee, they are successor frustee, they are successor frustee, they are successor frustee, they are successor frustee, and substitute herein namede by written instrument executed the appointment which the property is situated, shall be conclusive proof of proper appointment of the successor frustee.

17. Trustee accepts this trust when this dead data.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and schrowledged is made a public record as provided by law. Trustee is not frust or of any action or proceeding in which sale under any fall the a party unless such action or proceeding is brought by trustee.

ho is an active member of the Oregon State Bar, a bank, trust company United States a title insurance company authorized to insure title to real agency thereof, or an escrow agent licensed under ORS 696.305 to 696.585.

The grantor covenants and agrees to tully seized in fee simple of said described ronne	and with the beneficiary and inose eal property and has a valid, uner	cumbered title thereto except
and that he will warrant and forever determine the property of	The same against all persons who are the same against all persons who are the same against all persons who are the same against all persons and are the same against all persons are the same against a same against a same against a same against aga	omsoever.
The grantor warrants that the proceeds of the (a)* primarily for grantor's personal, family (BINDENGEMENT NEW DECEMBER WARRE)	The second of th	A min and this trust dead are:
personal representatives, successors and assigns. The secured hereby, whether or not named as a beneticing order includes the terminine and the neuter, and the IN WITNESS WHEREOF, said grant for the security of the securit	e term beneficiary small mean the holder are here. In construing this deed and vesting this deed and vesting the plural and the here was the here.	e day and year first above written.
not applicable; if warranty (a) is applicable and the series as such word is defined in the Truth-in-lending Act or beneficiary MUST comply with the Act and Regulation disclosures; for this purpose use Stevens-Ness Form No. If compliance with the Act is not required, disregard this compliance with the Act is not required, disregard this compliance with the above is belong to be consistent use the James of authorized speed to provide the series of	nd Regulation. 4, the by making required 1319, or equivalent, notice.	Rath Cur
STATE OF ONE CON- Cougty of Klamath This instrument was acknowledged before September 20 19 87, by HOWARD EARL CURE and INEZ RUTH	19 by the standard and	ss. ss. viedged before me on ,
(SEAL)  My commission expires  (SEAL)	My commission expires:	(SEAL)
the instruction of the control of the the the the the the the transfer of editional of the transfer of editional of the transfer of the transf	REQUEST FOR FULL RECONVEYANCE of the used only when abligations have been pole.  Trustee  Iden of all indebtedness secured by the unhereby are directed, on payment to you had been possessed in the parties on you without warranty, to the parties convey without warranty.	toregoing trust deed. All sums secured by said to of any sums owing to you under the terms of by said trust deed (which are delivered to you designated by the terms of said trust deed the
Do not lose or destrey this Trust Doed OR THE NOTE	which it secures. Both must be delivered to the true	Beneficiary  tee for concellation before reconveyance will be made.
HOWARD EARL CURE and INEX RUTH	o the official plat increo	STATE OF OREGON,  County of Klamath  I certify that the within instrument was received for record on the 18th day of September 19.87, at9:18 o'clock A. M., and recorded in book/reel/volume No. M87
H. F. SWEENEY and MILDRED B. S  Beneficiary  AFTER RECORDING RETURN TO 1105	ANTH CURE AUSBARG and WARENEX BEGINS A SAME AND WEELEN WEST AND WE WAS A SAME AND	ment/microfilm/reception No.19435, Record of Mortgages of said County. Witness my hand and seal of County affixed.
MOUNTAIN TITLE COMPANY OF SOCIAL KLAMATH COUNTY	Fee: \$9.00	Evelyn Biehn, County Clerk NAME By Deputy Deputy