

1987, between

as Trustee, and

**WITNESSETH:**

Grantor irrevocably grants, sells and conveys unto the County of Klamath, Oregon, described as:  
in Klamath County, Oregon, described as:  
All of Lot 57 and the Easterly 4 feet of Lot 58 in Block 11 of Industrial Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

sum of EIGHT THOUSAND AND NO/100s Dollars, with interest thereon according to the terms of a promissory

The date of maturity of the debt secured by this instrument is the date, \_\_\_\_\_, when the debt becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become due and payable.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the "person or persons" in any reconveyance may be described in any matters or facts shall be legally entitled thereto," and the recitals thereof. Trustee's fees for any of the foregoing shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or default or notice of default hereunder or invalidate any act done

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any obligation hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by executing a mortgage or direct the trustee to execute a mortgage on this trust deed by advertisement and sale. In the latter case, upon the beneficiary or the trustee having executed and caused to be recorded his written notice of default and his election to sell the hereby described real property to satisfy the obligation secured hereby, thereupon the trustee shall fix the time and place of sale, give notice thereof as then required by §§ 735 to 87.95.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or other person so privileged by ORS 86.653, may cure the default or defaults. If the default consists of a failure to pay, when due the amount due, by the trust deed, the default may be cured by paying the entire amount due, at the time of the cure, in any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default, all costs or expenses actually incurred in enforcing the obligation of the trust deed and attorney's fees not exceeding the amounts provided for in the deed together with trustee's and attorney's fees not exceeding the amounts provided for in the deed shall be held on the date and at the time and place of the sale.

14. Otherwise, the time of sale or the time to which said sale is postponed shall be provided by law. The trustee may sell said parcels either in one lot or in separate parcels and shall sell at the time of sale. Trustee shall deliver to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed with covenant or warranty, express or implied, in writing, as required by law conveying the property so sold, but without any matters of fact shall be conclusive proof of the truthfulness in the deed. Any person, excluding the trustee, but including the beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein the proceeds of sale to payment of (1) the expenses of sale, in- shall apply the compensation of the trustee and a reasonable charge for, in- cluding the compensation of the trustee and a reasonable charge for, in- attorney, (2) the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed and (4) the interest of the grantor in the trust deed, the balance of the proceeds of sale shall be paid to the grantor or his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint or designate one or more trustees to act for and in place of himself or herself as trustee hereunder. Upon such appointment, and without conveyance to the appointed trustee, the latter shall be vested with all title, powers and duties herein conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument duly acknowledged by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this date. Trustee is not acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending suit under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

an attorney, who is an active member of the Oregon State Bar, a title insurance company authorized to insure title to real property in the State of Oregon or the United States, a title insurance company authorized to insure title to real property in the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.580.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title 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 696.505 to 696.585.

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

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, family or household purposes (see Important Notice below), (b) for an organization, or (even if 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 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 not 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.

(If the signer of the above is a corporation, the above warranty is inapplicable and the form of acknowledgment applies.)

STATE OF OREGON, California )  
County of Los Angeles ) ss.

This instrument was acknowledged before me on Oct. 2, 1987, by

Notary Public for Oregon CA  
(SEAL) My commission expires:

STATE OF OREGON, California )  
County of Los Angeles ) ss.

This instrument was acknowledged before me on October 2, 1987, by Lyle E. Hall and Kitty Hall

LOIS E. MICHAELS  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My comm. expires DEC 2, 1988  
(SEAL) My commission expires: 12-2-88

TO: 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 estate now held by you under the same. Mail reconveyance and documents to

DATED: 1987, 10, 02, at 11:18 AM, and recorded in book/reel/volume No. M87 on page 18561 or as fee/file/instrument/microfilm/reception No. 80401, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Beneficiary

Do 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.

<b>TRUST DEED</b> (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON, County of Klamath ) ss. I certify that the within instrument was received for record on the 13th day of October, 1987, at 11:18 o'clock AM, and recorded in book/reel/volume No. M87 on page 18561 or as fee/file/instrument/microfilm/reception No. 80401, Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk By Pam Smith, Deputy	
Grantor Beneficiary		Recorder's Office SPACE RESERVED FOR RECORDER'S USE FEE: \$10.00 K-38030	